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A COLLECTION

OF

FORMS AND PRECEDENTS

OTHER THAN CONVEYANCING, COMPANY, LOCAL GOVERNMENT AND PRACTICE FORMS.

EDITED BY

WILLIAM BOWSTEAD,

OF THE MIDDLE TEMPLE, BARRISTER-AT-LAW,

ASSISTED BY

MONTAGUE R. EMANUEL, M.A., B.C.L.,

OF THE INNER TEMPLE, BARRISTER-AT-LAW.

IN TWO VOLUMES.

VOL. I.

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PREFACE.

In compiling this work my aim has been to furnish as useful a collection as possible of legal forms and precedents other than conveyancing, company, practice and local government forms. Within the scope of the work every endeavour has been made to secure that the collection should be as comprehensive as possible, and it is thought that a legal practitioner who possesses a copy of the conveyancing forms and precedents of Key and Elphinstone or Prideaux, and of the company precedents of Palmer will, with the present work, have at hand all the forms and precedents, exclusive of practice forms, he is likely to require. It has been thought best, in most cases, to give full rather than skeleton forms, and, as a general rule, statutory and official forms have for obvious reasons been omitted.

A number of works were supplied by the publishers for the purpose of the collection, and have been freely used, and I am indebted to "The Estates Gazette," Limited, for permission to use the forms in Bateman's Law of Auctions. All the forms under the heading "Auctions and Auctioneers" are taken from the latter work.

W. B.

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ACKNOWLEDGMENTS.

1. *By a* Mortgagee *to a* Mortgagor *of the Receipt of* Title Deeds.

A SCHEDULE of the several deeds and writings this day delivered by (*mortgagor*), of, &c., to (*mortgagee*), of, &c., upon the execution of a mortgage of a certain leasehold messuage and premises situate at ——, in the parish of ——, in the county of ——, for securing the payment by the said (*mortgagor*) of the sum of £—— and interest, at £—— per centum per annum, unto the said (*mortgagee*). Schedule of documents.

11th February, 1872.—Indenture of Lease made between A. B., of, &c., of the one part, and C. D., of, &c., of the other part.

22nd March, 1881.—Indenture of Assignment made between the said C. D., of the one part, and the said (*mortgagor*) of the other part.

15th October, 1883.—Indenture of Mortgage made between the said (*mortgagor*) of the one part, and the said (*mortgagee*) of the other part, for securing the payment of a sum of £——, and interest at £4 per centum per annum.

I hereby acknowledge the several deeds and writings above mentioned were this day received by me, and are now retained by me in my possession. Witness my hand this —— day of ——, 19—. Acknowledgment of receipt.

(*Mortgagee's signature.*)

2. *Of* Satisfaction *as to a Registered* Judgment (*a*).

SATISFACTION is acknowledged between A. B. and C. D. as to a (*here insert the judgment, lis pendens, &c.*), dated the ——

(*a*) This is the statutory form appended to the stat. 23 & 24 Vict. c. 115.

day of ——, 19—, for the sum of £——, a memorandum of which said (*judgment, &c.*) was left with the Registrar of Judgments at the Central Office of the Supreme Court of Judicature, on the —— day of ——, 19—, to affect the estate of ——, and (*if so*) on the writ of execution thereon, dated the —— day of ——, 19—, a memorandum of which was left with the said Registrar on the —— day of ——, 19—.

And —— [*or,* the executor or administrator of] do hereby expressly nominate and appoint ——, of ——, solicitor [*or,* attorney-at-law], to witness and attest the execution of this acknowledgment of satisfaction.

Attestation (*b*).

Signed by the said ——, in the presence of me, the undersigned, a solicitor of the Supreme Court, and I hereby declare myself to be the solicitor for and on behalf of the said ——, expressly named by ——, and attending at —— request to inform him of the nature and effect of this acknowledgment of satisfaction (which I accordingly did before the same was signed by ——), and I also declare that I subscribe my name as witness hereto as such solicitor.

A. B. above named [*or,* F. G., executor or administrator of A. B.], dated the —— day of ——, 19—.

---

3. *Of* Title *so as to bar the* Statutes *of* Limitations.

I (*occupant*), of, &c., do hereby admit and declare that I am now in possession [*or,* in receipt of the rents and profits of], all that messuage, &c. (*describe parcels*), with the appurtenances, situate at ——, in the county of ——, by the sufferance and permission of ——, of ——, esquire, and subject to the title of the said ——, under whom I now hold the same.

Dated this —— day of ——, 19—.

To ——, esquire.

(*Signature of Occupant.*)

(*b*) Where the plaintiff is a solicitor it is not necessary for another solicitor to attest the acknowledgment: the attestation may be by his clerk or any other person.

4. *Of* Debt *so as to bar the* Statutes *of* Limitations.

I, A. B., of, &c., hereby acknowledge that the [principal] sum of £—— remains unpaid and due by me to C. D., of, &c., with interest thereon at the rate of, &c., from, &c., on promissory note, bearing date, &c. (*state substance of claim*), and I undertake to pay the same on request.

A. B.

[To be signed by party, and if more than one liable, all should sign. Signature by agent duly authorised sufficient.]

---

5. *That* Agreement *entered into on behalf of* Another Person.

I hereby acknowledge that the above-written [within-written] agreement [*or*, an agreement dated the —— day of ——, and expressed to be made between ——, of the one part, and ——, of the other part] was entered into by me for and on behalf of ——, of ——.

Witness, &c.

---

6. *Of* Balance *of* Account.

I have examined the foregoing account between myself and C. D., of, &c., and acknowledge that the balance of £—— against me is a just and correct balance.

Dated, &c.

A. B.

---

7. *As to* Charge, Lien, Legacy, *on* Intestate's Estate.

I, A. B., of, &c., hereby acknowledge that the sum of £—— principal money charged on the estate of C. D., deceased [*or*, the legacy of £——, given by the will of, &c., or one —— share of the residue of the personal estate of, &c., who died intestate], remains due to E. F., of, &c. [with interest at the rate of, &c., from, &c.].

[To be signed by party liable, or executor or administrator or his agent authorised to sign same.]

AGENCY CONTRACTS.

1. AGREEMENT *to employ a* FACTOR, *to be remunerated by a* SHARE OF PROFITS, *with* WEEKLY DRAWINGS.

Parties.

AN AGREEMENT made the —— day of ——, 19—, BETWEEN (*factor*), of, &c., of the one part; and (*four copartners, principals*), all of, &c., of the other part, WHEREBY it is agreed by and between the said parties hereto as follows, that is to say:—

Interpretation clause.

1. In this agreement the term "the factor" means the said (*factor*), and the term "the principals" includes the said (*principals*) and the survivors and survivor of them, and such person or persons as may from time to time be copartner or copartners in trade with them, or the survivors or survivor of them, and their respective executors, administrators and assigns.

Agreement to act as factor for —— years.

2. The factor will act as the factor or agent of the principals in the vending of ——, for the term of —— years from the date hereof, determinable nevertheless as hereinafter mentioned, and will conduct and carry on the said agency at the shop or warehouse of the principals in —— Street, in the city of London, or in such other shop or warehouse in the said city of London as they may direct or appoint for that purpose.

Conduct of business.

3. The factor will devote and give his whole time and attention to the said agency, and will not engage in the business of a seller of ——, or in any other business whatsoever, either on his own account, or as a factor or agent, and either alone or in copartnership with any person or persons whomsoever.

To take care of the goods committed to his charge.

4. The factor will carefully deposit and preserve, in the shop or warehouse for the time being made use of for the purpose of the said agency business, all such goods, wares, and merchandise as may be sent or transmitted to him by the principals.

To procure best sale for ready money or to persons of good credit.

5. In managing and conducting the said agency, the factor will use his best endeavours to procure the greatest possible sale of the —— and other goods which he shall be employed to sell as such factor as aforesaid, either for ready money, or to persons whom, after due inquiries, he shall ascertain to be persons of

responsibility and worthy to be trusted; And, upon making every such inquiry, will make a minute or memorandum thereof, in a book to be kept for that purpose, specifying the name of the person applying to purchase on credit, the name or names of the person or persons to whom application shall have been made for the purpose of knowing whether such person might be trusted with safety, and also specifying what was said upon the subject by such person or persons to whom such application shall have been made.

Limits as to giving credit.

6. The factor will not give credit to any person or persons for a greater length of time than ——, without the consent in writing of the principals; And will not, without such consent, sell to any person on credit to a greater amount than the sum of £——.

To act according to directions of principals. In absence of special orders, to act for benefit of principals.

7. The factor will, in conducting the said agency, conform to and govern himself by such orders, instructions, and directions, as he may from time to time receive from the principals; And in all cases where he shall receive no special orders or directions, he will act in such manner as he shall judge to be most conducive to the advantage of the principals.

To account for and transmit moneys, &c. received to principals.

8. The factor will, from time to time, account for and transmit to the principals all moneys, bills, and securities for money, received from the sale of any ——, or other goods sold by the factor as such factor or agent as aforesaid.

To accept principals' bills when he has assets in hand.

9. The factor will, from time to time, in case he has assets in his hands, accept and duly pay all such bill and bills of exchange as may be drawn upon him by the principals, and of which he may receive due notice from them, or the survivors or survivor of them.

To transmit monthly account of affairs to principals.

10. The factor will, from time to time, on the first day of every month, send and transmit to the principals a full, clear, and correct statement in writing of all orders, both taken and executed, and of all goods which may have come to his hands; and also of all such goods as he may have sold, to whom, and whether for ready money, or on credit; and likewise of all such other matters, transactions and things, as in anywise concern the said agency business, and which may have taken place during the preceding month.

To keep account books.

11. The factor will keep books of account, in which shall be made plain and correct entries of all goods received from the principals, and also of all goods sold and delivered by him, the factor, as such factor or agent as aforesaid, and also of all orders received and taken; and of all other matters, transactions, and

To balance account books every half-year.

things, in anywise concerning the said agency business: And will, on the —— day of ——, and the —— day of ——, in each and every year, unless either of the said days shall happen on a Sunday, and in that case on the day following, accurately cast up and balance the said books of account, in order that the true state of the said agency business may clearly appear therefrom.

Principals to have access to inspect the accounts, &c.

12. It shall be lawful for the principals, or any of them, at all seasonable hours in the day-time, to have free access to the said books of account, and to all other books, papers, documents, and writings in anywise touching or concerning the said agency business; and to take copies of or extracts from the same or any of them; Which books of account, papers, documents, and writings, he, the factor, will carefully preserve (damage by fire and other inevitable accidents only excepted); and, upon the final settlement and winding up of the said agency business, will give and deliver up the same books, documents, and writings, undefaced and unobliterated, to the principals, or other the person or persons lawfully entitled thereto.

Account books to be carefully preserved.

Copies of accounts to be forwarded to principals.

13. Upon the taking of every half-yearly account, as provided by the —— clause hereof, a copy of such account, signed by the factor, and verified by the statutory declaration of himself, or of the person or persons whom he shall have employed to make up the said account, shall be forwarded to the principals, and shall, unless the principals, or any of them, shall within —— days after the receipt thereof object to the same, and notify such objection in writing to the factor, be deemed to be finally settled and binding upon the parties hereto respectively.

Factor entitled to share of gross profits.

14. Upon the settlement of each half-yearly account the factor shall be entitled to receive one ——th share of such a sum as shall by such account be shown to represent the gross profits of the business carried on at the shop or warehouse of the principals at —— Street aforesaid, for the preceding half-year.

Weekly drawings.

15. The factor may every week, during such time as he shall act as such factor or agent as aforesaid, draw out for his own use, on account of his share in the said gross profits, the sum of £——; but if at the end of any half-year it shall appear, upon taking the half-yearly account as aforesaid, that the share of gross profits to which he is entitled at that date does not amount to the aggregate of the weekly drawings made by him during the then preceding half-year, then he shall within —— days after such

account shall have been taken as aforesaid, refund the difference, but without interest.

16. The factor, during such time as he shall act as such factor or agent as aforesaid, shall have the exclusive right, with his family and servants, to reside in the dwelling-house, with the appurtenances, over the said shop or warehouse, in —— Street aforesaid, free from the payment of rent or taxes for the same.

Factor to reside in rooms over warehouse, rent free.

17. The factor will, at his own costs and charges, find and provide a clerk who writes a good hand, and understands accounts and book-keeping, for the purpose of constantly assisting him, the factor, in the management of the said agency business: And also find and provide a porter for the purpose of assisting in the said business.

Factor to provide a clerk and porter.

18. The principals will pay to the factor, once every six months, all such sums of money as he may have paid, for or on account of books, paper and stationery, made use of in and about the said agency business; And also all such sums as he may have paid for the postage of letters relating to the said agency business; And for the carriage of goods, wares, and merchandise sent to him by the principals.

Repayment to factor of sums paid for carriage of goods, &c.

19. The principals will not employ any other person as a factor or agent in the vending of ——, within the city of London, during such time as the said factor shall act as such factor or agent as aforesaid.

No other person to be employed as factor.

20. The factor shall not be answerable for any loss or damage which may happen to or be incurred in or about the said business conducted by him as such factor or agent as aforesaid, unless such loss or damage happens through his wilful neglect or default.

Factor not to be answerable for involuntary losses.

21. In case the factor shall, at any time before the expiration of the said term of —— years, be desirous of giving up the said agency business, it shall be lawful for him to do so, upon giving six calendar months' previous notice in writing of such his intention to the principals, or by leaving such notice at their usual places or place of abode.

Power for factor to determine agreement on giving —— months' notice.

22. If the principals shall, at any time before the expiration of the said term of —— years, be minded and desirous to discharge the factor from being such factor or agent as aforesaid, it shall be lawful for them to do so upon giving six calendar months' previous notice in writing of such intention, or upon leaving such notice at the shop or warehouse for the time being made use of by the factor

Power for principals to discharge factor, on giving —— months' notice.

in the said agency business, anything herein contained to the contrary notwithstanding.

Proportionate allowance in lieu of profits in case of death, &c.

23. In case of the death of the factor before the expiration of the said term of —— years, or of his resignation or discharge as hereinbefore provided, his executors or administrators, or himself, as the case may be, shall immediately upon the happening of any such event be entitled to receive a proportionate allowance in lieu of profits to be calculated as from the last preceding half-yearly account taking, and according to the share of profits (if any) of the factor as shown by the same account taking. If, at the time of the happening of any such event as in this clause mentioned no half-yearly account shall have been taken, a special account shall be taken for the purpose of ascertaining the allowance to be made.

Arbitration clause.

24. If at any time the principals or any of them shall object to the half-yearly accounts rendered and forwarded to them in manner aforesaid, or if any dispute or difference shall at any time arise between the factor or his executors or administrators, on the one part, and the principals or any of them, on the other part, for or on account of any matter or thing herein contained which shall not within one calendar month after the same shall arise be fully decided between the parties in difference themselves, Then and in every such case, the matter of every such account, difference or dispute shall be referred to the award and determination of two arbitrators, to be chosen, one by the factor or his executors or administrators, and the other by the person or persons in difference or dispute with him or them, and in case the said arbitrators disagree or fail to make an award within —— months after entering on the reference or after having been called on to act by notice in writing from any party to the submission, then to the award, umpirage and determination of such person as the said arbitrators shall appoint as umpire.

Power of attorney to factor to receive debts.

25. And for the purpose of better enabling the factor to receive and get in all debts and sums of money for or on account of any goods, wares and merchandise which may be sold by him as such factor or agent as aforesaid, they, the principals, by these presents, appoint the factor their attorney, for them, and in their names or otherwise, and for their use, to ask, sue for, recover and receive, all and every such sum and sums of money as shall or may be due or owing from any person or persons, for or on account of any goods or merchandise sold by him as their agent or factor as

aforesaid, and to give receipts and sufficient discharges for the same; they, the principals, hereby ratifying and confirming all and whatsoever he, the factor, shall lawfully do or cause to be done in and about the premises.

26. Nothing herein contained or to be done in pursuance hereof shall be construed or taken in any way so as to constitute a partnership between the factor and the principals, or so as to give to or impose upon the factor any of the rights or liabilities of a partner in the same business (*a*). No partnership created.

In witness, &c.

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2. AGREEMENT *for the* Employment *of a* Manager *of a Limited Company at a fixed Salary and Commission on Profits.*

ARTICLES OF AGREEMENT made this —— day of ——, Between the —— Company (Limited), of the one part, and A. B., of, &c., of the other part. Whereby it is agreed by and between the said parties hereto as follows:— Parties.

1. The said A. B. (who since the —— day of —— last has been) shall henceforth continue and be one of the general managers in London of the said —— Company (Limited) (hereinafter called the company), for the term of seven years, to be computed from the —— day of —— aforesaid, if he shall so long live, at a salary computed at and after the rate of £—— a year for the first year of the said term, and thereafter to be computed at the rate of £—— for every subsequent year of the said term, and the company shall pay such respective salaries to the said A. B. (hereinafter called the manager), by equal quarterly payments, within —— days after the said payments shall become due respectively, and shall pay to his executors or administrators a proportional part of the said salary for the interval between the last quarter day and the death of the said manager; which part shall be payable on the next day of payment as aforesaid. Agreement for service and salary.

2. During such term of seven years, whenever, not being less frequently than once in every year, an account of the company's Commission on surplus net profits.

(*a*) This clause is merely declaratory, as this agreement does not create a partnership. See the Partnership Act, 1890 (53 & 54 Vict. c. 39), s. 2.

business shall be made up for the purpose of showing the net profit made by it for some then bygone period, and there shall appear according to such account to have been made a net profit in such period over which such account shall extend, exceeding the rate of £—— per cent. per annum on the paid-up capital for the time being, the company shall pay to the said manager, in addition to his said salary, a commission of £—— per cent. on the amount of such net profit beyond the said rate of £—— per cent. per annum on the paid-up capital of the company for the time being.

Determination of engagement on manager's bankruptcy, &c.

3. If the said manager shall at any time before the expiration of the said term of seven years be adjudicated bankrupt, or fraudulently misappropriate any of the assets of the company, or be guilty of any gross default or misconduct in his office, then immediately on the happening of any such event this agreement shall cease and determine, but without prejudice to any right of action which may have accrued; but if in any other case the company shall, during the said term of seven years, remove the said manager from his said office, then the company shall nevertheless pay to him, during the residue of the said term of seven years, or till his earlier decease, the amount of the said salary by equal quarterly payments as aforesaid, and with such proportional part as aforesaid, but not the said commission for any period after such removal; the payment of the said salary in manner aforesaid to be as and for ascertained and liquidated damages for such removal: Provided always that the said manager shall be considered as removed from his said office within the meaning of this clause if the company shall at any time during the said term of seven years be wound up, or the business thereof be discontinued, in such manner that the said manager shall thereby cease to be employed in his said office without being appointed in lieu thereof a manager on the same terms of any company to which the business of the said company shall have been transferred, and the time of his so ceasing to be employed shall be considered to be the time of such removal. Provided also that in such case all then future payments of the said salary shall become due and payable immediately on the commencement of such winding-up, or on such discontinuance of the business of the said company as if the said term had expired, and the said manager had lived to the end thereof, and may be sued for and recovered accordingly.

4. In the event of the death of the said manager during the said term of seven years, the company shall pay to his executors or administrators a proportionate part of the commission, if any, which would have become payable to him under clause 2 hereof at the next making up of an account of the company's business; provided that it shall not under that or this present clause be necessary for the company to make out any special account for the purpose of ascertaining the amount of such commission, but that such commission shall be payable at the next time when in the ordinary course of the management of the company, not being less frequently than once in every year, an account of net profit would be made out. Proportionate allowance in respect of commission in event of manager's death.

5. The said manager shall diligently and faithfully serve the company, and promote the success thereof to the best of his ability in the office of one of its general managers in London during the said term of seven years, if he shall so long live, devoting his whole time and attention to the business of the company and the duties of the said office, except [as hereinafter provided and] so far as he may be incapacitated by illness from so doing, and except on Sundays, Good Fridays, Christmas Days, and Bank Holidays, and on Saturdays when there shall be no special exigency to the contrary, and during such reasonable holidays as may from time to time be agreed on between him and the company or the board of directors thereof. Conduct of business.

6. The said manager shall in such service as aforesaid, and when not absent as aforesaid, conform himself to all lawful and reasonable directions, whether general or special, as to the conducting by him as one of such managers as aforesaid of the business of the company, which may from time to time be given to him, either by the company or by the directors thereof, and most especially shall not divulge any secret of the company to any person, partnership, company, or corporation dealing with the company, and he shall duly give directions for proper entries to be made in the books of the company, kept for that purpose, of all money, receipts, payments, dealings, and transactions which shall be given, made, entered into, or authorised by him touching or affecting the company, and shall duly account for all moneys received by him on account of the company, and shall keep or cause to be kept, at the offices of the company or elsewhere, as the board of directors thereof shall appoint, all correspondence, vouchers, and other documents which may concern the company, and ought in the ordinary

course of business to be preserved, and shall at all times afford to the directors and all other members of the company entitled to demand the same, full explanations as far as may be in his power, of any dealings or transactions of or affecting the company.

Manager not to engage in other business.

7. During the said term of seven years, except in case of his removal from his said office without such justification as aforesaid, the said manager shall not carry on or be concerned with any other person or persons in carrying on, or be a director of any company carrying on, or be employed by any person or persons or company carrying on, or except under this agreement be in any way interested in, any such trade or business as the company shall for the time being be carrying on; provided that nothing in the present clause contained shall be construed so as to restrict the previous provision for the devotion of his whole time and attention by the said manager to the business of the company [*or* be construed so as to apply to any interest or connection of the said manager as capitalist or accountant, but not as a partner in or with the firm or house of ——, or the person or persons constituting that firm or house from time to time].

Company to furnish manager with account of profits.

8. The company shall at least once in every of the said seven years, or within six weeks from the end of each such year, make out a true and just account so as to show what profit has been made by it, and shall make out the first of such accounts for a period commencing with the said —— day of —— last past, and every subsequent account for a period commencing at the end of the period for which the last preceding account shall have been made out.

Copy of account signed by manager to be conclusive.

9. A copy of every annual account shall be furnished to the manager, and shall, unless he shall have given notice in writing to the secretary of the company of his intention to object to the same, be signed by him within —— days after the taking of such accounts; and the account so signed shall be deemed to be finally settled and to be conclusively binding on the manager and all persons claiming under him, except that if and whenever any manifest error shall be found therein, within six calendar months after its being so signed, such error shall be rectified (*b*).

As witness, &c. (*c*).

(*b*) If an arbitration clause is desired, the form given *ante,* p. 8, clause 24, may easily be adapted.

(*c*) Signed on behalf of the company by any person acting under its

3. AGREEMENT *for the* EXCLUSIVE PRIVILEGE *of* SELLING *a* PATENT MEDICINE *in the* UNITED KINGDOM *for* TWENTY-ONE *Years,* DETERMINABLE *at the end of the first Seven or Fourteen Years.*

ARTICLES OF AGREEMENT made this —— day of ——, 19—, BETWEEN (*proprietor*), of, &c., of the one part, and (*agents*), of, &c., druggists, of the other part. Parties.

1. In this agreement the term "the proprietor" includes the said proprietor, his executors, administrators, and assigns, or other the proprietor or proprietors for the time being of the medicine or composition hereinafter mentioned, and the term "the agents" includes the said agents and the survivor of them, his executors or administrators, and their or his assigns. Interpretation clause.

2. The agents shall be and are hereby appointed the sole wholesale vendors in the United Kingdom, for the term of twenty-one years from the date hereof (but determinable as hereinafter is mentioned (*d*)), of a certain medicine or composition, called ——, whereof the proprietor is now the sole proprietor or owner. Appointment of agents for twenty-one years.

3. The proprietor shall sell and supply to the agents the said medicine or composition, and deliver the same free of expense, during the continuance of the said term, in such quantities (not being of less amount at one time than £100 in value), with proper directions, and in every way ready for sale, as shall from time to time be required, and of the same quality as the same hath been hitherto composed, at the rates or prices following (that is to say): the larger packets at ——*s.* per dozen for such as have been usually sold wholesale at ——*s.* per dozen, and to the public at ——*s.* per pot, and the smaller size at ——*s.* per dozen for such as have been usually sold wholesale at ——*s.* per dozen, Proprietor to supply medicine during the term at certain prices.

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authority (The Companies (Consolidation) Act, 1908 (8 Edw. 7, c. 69), s. 76).

(*d*) If the agreement is for a perpetual agency, say, Perpetual agency.

"2. In consideration of £——, already paid by the agents to the proprietor, the agents shall be and are hereby nominated, constituted, and appointed the sole and irrevocable perpetual agents of him the proprietor of the said medicine or composition called ——, for the selling, publishing, and distributing in the United Kingdom the said medicine or composition" (*proceeding as in the text, mutatis mutandis*).

and to the public at ——*d.* per pot, all stamp duty on each included (*e*).

To replace spoiled medicine.

4. In case any of the said medicine or composition so to be supplied as aforesaid shall become spoiled and unfit for sale in any other manner than by breakage, the proprietor shall exchange the same for a like quantity, in a good and saleable condition.

Proprietor not to supply medicine to other persons,

5. The proprietor has full right to grant the exclusive privilege hereby conferred, and to enter into the agreements herein contained, and shall not at any time during the said term sell or supply to any person or persons whomsoever in the United Kingdom other than as aforesaid, any of the said medicine or composition under its present name or appellation, or by any other name, without the consent in writing of the agents first had and obtained, save and except as in the next article is mentioned.

except in specified places.

6. The proprietor shall be at liberty to sell the said medicine or composition to any person or persons residing in any of the

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Agents to be entitled to engraved plate.

(*e*) If the agreement is for a perpetual agency, it may be added:

"The agents shall be entitled to the sole property in, and to all advantages arising from the engraved plate respecting or relating to the said medicine or composition, now or late in the possession of his Majesty's Commissioners of Inland Revenue at Somerset House, and to all the impressions therefrom now existing or hereafter to be taken; and in case the said plate shall have been destroyed or become useless, they or he respectively shall be at liberty to substitute a new one."

If proprietor neglect to supply medicine, agents may compound it.

"In case of the refusal or neglect of the proprietor to supply the said medicine or composition to the agents, agreeably to the third article hereof, it shall be lawful for the agents to make and compound so much of the said medicine or composition as they or he may have occasion to sell or dispose of, agreeably and in conformity to the original recipes of the said medicine, deposited with the agents upon the execution of this agreement, which recipe shall remain in the custody of the agents."

"The agents shall not in any case divulge, publish, or make known, either directly or indirectly, the contents of the said original recipe, or the manner of making or preparing the said medicine or composition, nor shall they or he make any use of the said recipe, except in case of some or one of the events happening, which are provided for by the last preceding article."

following places; that is to say, ——, in the county of ——; ——, in the county of ——; and ——, in the county of ——, at the prices hereinbefore mentioned as the wholesale prices of the said medicine or composition (*f*).

Proprietor to make declaration as to quality of medicines.

7. The proprietor shall, at the expense of the agents, whenever so required during the said term, verify by statutory declaration that the said medicine or composition so to be supplied as aforesaid is of the same goodness, quality and composition as that of the same name which hath hitherto been prepared and sold to the public (*g*).

Advertisements, &c. to be in agent's name.

8. The style and firm of (*name of agent's firm*) only shall appear and be made use of in all advertisements, bills, and other publications for promoting the sale of the said medicine or composition as the only wholesale vendors in the United Kingdom, to the exclusion of all other names.

Mode of payment.

9. On delivery of each parcel of the said medicine or composition to the agents, in pursuance of an order for the same (no order being for a less amount than £100 worth as aforesaid), the agents shall pay the proprietor for the quantity of the said

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(*f*) *Or,* "The proprietor shall be at liberty to sell the said medicine or composition by retail only, and at the full retail prices, at his usual place of business for that purpose in London, but shall, for that purpose, purchase the same from the agents, at the usual wholesale price."

(*g*) "And such declaration shall be to the following purport or effect (that is to say): That having appointed (*agents*) sole and exclusive agents for the sale in the United Kingdom of the genuine ——, and in order that the said medicine or composition might be rendered more secure from spurious imitations, the party or parties making the declaration had duly authorised the agents, or the survivor of them, his executors or administrators, or their or his assigns, to affix the stamp containing their name and address to each bottle of the said medicine to be sold in the United Kingdom; and that no medicine sold in the United Kingdom other than that sold by the agents, or the survivor of them, his executors or administrators, or their or his assigns, was genuine; which original declaration shall be delivered to the agents, who shall be at liberty to print copies thereof to be delivered with each bottle of the said medicine or composition."

medicine or composition so delivered, after the rate mentioned in the third article hereof by a bill of exchange, payable in six months after such delivery, or shall, at the option of the agents, pay for the same in cash at the time of such delivery, deducting from the amount thereof a discount of £5 in the hundred.

Certain expenses to be borne by proprietor.

10. All such expenses as shall be incurred by the agents in advertising and making public the said medicine or composition, according to the direction of the proprietor, shall be allowed and deducted from time to time as cash, and allowed in the settlement of accounts between the parties (*h*).

Agents to sell medicine to all persons.

11. The agents shall, during the continuance of the said term, sell and supply the said medicine or composition to all such persons in the United Kingdom and elsewhere with whom they now or may hereafter deal, who shall apply for the same, and who shall conform to the general regulations amongst the wholesale medicine dealers.

Agents not to sell any imitation medicine, or other medicine of the same name.

12. The said agents shall not at any time or times during the continuance of the said term sell or supply any medicine or composition whatsoever as an imitation or pretended improvement of the said medicine or composition, nor any of the same name, except such as shall be bought of the proprietor in manner aforesaid.

Advertisements to be mutually agreed upon and expenses divided.

(*h*) *Or*, "All orders for advertising the said medicine or composition shall be mutually agreed upon, in writing, between the said parties, and the expenses incurred on that account shall be borne between the said parties in equal moieties, and allowed for on the settlement of accounts, upon that footing, to each party who shall produce to the other vouchers for the same."

£100 to be expended in advertising during first year.

"The amount of expenditure for advertising the said medicine during the first year of this agreement shall not be less than £100, but the amount thereof afterwards shall be mutually agreed upon as in the last article."

The following clause may be inserted or not, according to the intention:—

Allowance for goods returned.

"The amount of any of the said medicine which may have been sent by the agents to any vendor or vendors, upon sale or return, who may not have received or ordered a second supply thereof, and who may not have accounted for the same, shall from time to time be deducted as cash, and allowed to the agents in the settlement of accounts."

13. As a security to prevent the said medicine from being counterfeited or imitated, the name, firm and style of (*agents' firm*) shall be inserted in all the stamps or labels used in the sale of the said medicine or composition, and none of it shall be sold unless such stamp be affixed thereto.

All stamps to be in agents' name.

14. All accounts between the said parties concerning the said medicine or composition shall be annually settled between them up to the 31st day of December in every year, and the balance of such accounts paid by a bill of exchange at two months from that period, deducting from any balance which may be due to the proprietor or adding to any balance which may be due to the agents all such moneys as shall have been paid by the agents under the direction of the proprietor for advertisements, handbills, carriage and other expenses, and likewise deducting or adding, as the case may be, the value of such quantities of the said medicine or composition as shall have been sent to such vendors as have not received or ordered a second supply, or shall have been sent to country dealers and returned unsold.

Accounts to be settled annually.

Principle on which accounts are to be settled.

15. The proprietor shall at all times hereafter well and sufficiently save harmless, and keep indemnified, the agents of, from, and against all manner of actions, suits, attachments, prosecutions, and other proceedings of what nature or kind soever, which shall or may be brought, commenced, or presented against them, any or either of them, and also from and against all costs, charges, damages, and expenses which they or any of them may in anywise bear, pay, or be put unto, in defending and settling the same, in consequence of their advertising, publishing, or selling the said medicine or composition, as being prepared by or as the property of the proprietor, or for or in respect of any matter or thing in relation to the said medicine or composition.

Proprietor to indemnify agents against costs of defending the title to medicine, &c.

16. In case of breach or non-performance hereof by either of the parties to these presents, the party so breaking or neglecting to observe the same shall forfeit and pay unto the other party or parties the sum of £—— as liquidated damages, and not in the nature of a penalty.

Liquidated damages.

17. The above-mentioned term of twenty-one years may be determined at the expiration of seven years or of fourteen years from the date hereof, upon notice in writing being given by or to the proprietor, to or by the agents, three calendar months before

Proviso for determining agency at the end of the first seven or fourteen years.

the expiration of such seven or fourteen years from the date hereof (*i*).

In witness, &c.

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4. AGREEMENT *appointing a* Sole Agent *for the* Sale *of* Patent Articles *in the Metropolis.*

AN AGREEMENT made, &c., Between A. B. and C. D., of, &c. (hereinafter called "the said firm"), of the one part, and E. F., of, &c., of the other part: Whereas the said A. B. and C. D. are joint patentees of an invention termed, &c., under letters patent, dated, &c., and numbered —— for the United Kingdom and the Isle of Man: And whereas the said A. B. and C. D. are engaged at —— in the county of —— in the business of —— as copartners under the firm of, &c.: And whereas the said letters patent form part of the assets of the partnership: And whereas the said A. B. and C. D. are desirous of employing the said E. F. as sole agent in the city of London and the metropolitan districts in selling (*the articles*) which can be made by the said firm according to the said invention upon the terms and conditions hereinafter appearing: And whereas shortly before the execution hereof the said firm have placed in the agency premises hereinafter mentioned —— in number of the said articles to be sold by the said E. F. as such agent: And whereas the said E. F. has given or afforded to the said firm a guarantee from the —— Company, Limited, to the extent of £—— for the fulfilment of his obligations hereunder. NOW IT IS HEREBY AGREED as follows:—

Recitals.

Title of firm to patent.

Business of firm.

Patents are partnership assets.

Desire to employ E. F. as agent.

Certain quantity of goods already consigned.

Security given by E. F.

1. The said E. F. shall act as sole agent in the city of London and the districts and places lying within a radius of twelve miles from Charing Cross for the said firm for the sale of the said articles for the term of two years to be computed from the —— day of ——, 19—, and for such further period as hereinafter mentioned.

E. F. to be sole agent for two years at least.

2. The agency may be determined by either party at the end of the said term of two years, subject to his or their service on the other of them of —— calendar months' previous notice in writing for that purpose, and if not so determined shall continue beyond

Determination by notice by either party at end of two years or by the agent any succeeding half-year.

(*i*) If an arbitration clause is desired, the form given *ante*, p. 8, clause 24, may easily be adapted.

that period, and may be determined by the said E. F. at the end of any succeeding half-year or period of six calendar months, subject to his service on the said firm of three calendar months' at least previous notice in writing for that purpose, and if not determined in either of the said modes shall continue so long as the said E. F. shall duly perform and observe his obligations hereunder.

Agency premises taken with approval of firm.

3. The said firm having approved of the premises situate at, &c., in the city of London as being suitable for the said agency, which premises the said E. F. in view of this agreement has just contracted to take on lease, the said agency shall be established at the said premises accordingly, and shall continue to be carried on thereat until the said E. F. shall with the written consent of the said firm engage other premises for such purpose.

Agency expenses to be paid by agent except as to carriage of goods to him.

4. The rent and taxes and the cost of all furniture, books of account, stationery, and insurance of premises, and the salaries of clerks, messengers, and others, and all other office and other necessary or proper charges and expenses of and incidental to the said agency, except those relating to the carriage of goods sent to him by the said firm, for the charges and expenses for which they shall be solely liable, shall be incurred and borne by the said E. F. alone.

Agency how to be designated in front of premises and on the stationery.

5. The said E. F. shall place his own name with the addition of the words "Sole Agent in the Metropolis for A. B. and C. D.'s patent (*name of article*)," and no other name or statement, in the most conspicuous part of the front of the agency premises (the words "A. B. and C. D.'s patent ——" being painted in much larger type than the other name and words aforesaid) and shall also keep, use and retain his own name with the addition aforesaid upon all invoices, heads of account and the stationery generally of the said agency (*k*).

Monthly supply by firm of the patent articles.

6. The said firm shall from time to time from and after the —— day of —— next supply to the said E. F. such articles aforesaid as he shall require, not exceeding (unless the said firm shall be willing to supply any further quantity) —— in number per calendar month on an average of three calendar months, and the said E. F. shall sell the same articles and those already

(*k*) Such a provision will prevent the operation of the reputed ownership clause against the firm on the bankruptcy of the agent. See Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 44, sub-s. 2, par. 3; and *Ex parte Bright, In re Smith*, 10 Ch. D. 566 (C. A.).

supplied to him as aforesaid at the best prices he can obtain for the same, but the said firm shall nevertheless be at liberty from time to time in variation of any provision in this respect herein contained to fix the minimum selling prices hereof, or to prescribe, either generally or in particular, the cases in or the longest periods for which respectively credit may be given or refused as to the selling prices thereof.

Limitation of credit to customers.

7. Credit shall not be given to any single person, firm, or company for a longer period than —— calendar months, nor for any articles the selling prices whereof to any single person, firm, or company shall be beyond the total amount of £——.

No actions or proceedings without consent of firm.

8. The said E. F. shall not, unless with the written consent of the said firm first obtained, commence or prosecute in the name of the firm any action for the recovery of any moneys due to the agency for goods sold by the said E. F., nor compound nor release the said moneys or any part thereof, but may at his own cost and risk commence or prosecute any such action.

Commission to agent on sales.

9. The said firm shall, as to all orders for purchase sent from any part of the world (including the said district) to the agency, pay or allow to the said E. F. a commission of —— per cent. upon the prices received for the articles purchased, but the said E. F. shall not without the written consent of the said firm procure, or attempt to procure, orders from any person or persons, firm or company not residing or having offices within the said district.

Agent to receive commission also on goods sold by firm and ordered by persons in district.

10. Orders which shall be received by the said firm from any person or persons, firms, or companies residing or carrying on business within the city of London, or any of the districts and places aforesaid, for the supply of the said articles, may be executed by the said firm if they shall think fit, after previous notice in writing shall have been given by them to the said E. F., who shall be entitled (but independently of such notice being given) to receive or be allowed in account a commission calculated upon the prices of the articles so sold as if the same were paid on the days of delivery or within thirty days thereafter respectively, namely, as to all such orders received up to the end of the year 19— a commission of —— per cent., and as to all such orders received after such date a commission of —— per cent. (*l*), or any such

(*l*) A higher percentage than the last-mentioned one. These commissions (so called) are, of course, by way of compensation to the agent

orders may be delegated to the said E. F. if he shall be able to execute the same, but upon the same terms as to commission as if they had been given to him direct.

Del credere commission.

11. As to all articles sold by the said E. F. other than in respect of orders delegated to him by the said firm as aforesaid, the said E. F. shall guarantee to the said firm the due payment by the purchasers of the respective prices thereof, and in consideration of such guarantee shall be entitled to an extra commission of —— per cent. over and above the commission payable in respect thereof as hereinbefore first provided (*m*).

Premises and goods to be insured by agent.

12. The said E. F. shall at all times during the continuance hereof, at his own expense, well and sufficiently insure and keep insured against fire the agency premises and all articles aforesaid for the time being therein, and shall, whenever required by the said firm, produce the receipts of the current premium or premiums paid by him in respect of such insurance.

Agent to advertise articles and expend a minimum amount thereby.

13. The said E. F. shall at his discretion and expense properly and sufficiently advertise the said articles at a rate not less than £—— per calendar month for an average of any three consecutive calendar months.

Commissions to sub-agents.

14. All commissions payable to any sub-agents employed in the said district by the said E. F. for the sale of the said articles shall be borne by and between the said parties equally, who shall together determine the amounts of such commissions respectively.

Monthly drawings allowed to agent—but balance of moneys received amounting to £——— at least to be paid to credit of firm at bank.

15. The said E. F. shall, so long as he shall not be indebted to the said firm, be entitled each calendar month to draw from all moneys received by him for the sale of articles as aforesaid, or other moneys paid to him for the benefit of the said firm, a sum not exceeding £——, in anticipation of the moneys (if any) payable to him on the half-yearly settlement of accounts to be effected as hereinafter provided on the half-yearly day then next ensuing, subject to the liability on his part to refund any sums which on

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for the firm dealing with purchasers in the district of the agency, and should, it is presumed, be little lower than the commission the agent would get if the orders were given direct to him. The change in the percentage after a given date is to be supposed to be owing to the circumstance that the firm have already customers in the district, and will in time, as far as possible, withdraw personally from supplying them with the articles.

(*m*) E. F. thus becomes what is termed a *del credere* agent in respect of this guarantee.

such settlement shall appear to have been overdrawn, but subject to such drawings, and any claims by the said E. F. thereout for moneys due to him from the said firm, all moneys so received by or paid to the said E. F. as aforesaid shall when amounting to the sum of £—— altogether be forthwith paid to the credit of the said firm at the bank of Messrs. ——, at, &c.

Accounts to be kept and monthly statements furnished.

16. The said E. F. shall keep at the agency premises all proper books of account, and shall make true and perfect entries therein at the earliest opportunities of all orders both taken and executed, and articles received by him from the said firm, and also any such articles sold by him, and the names and addresses of the purchasers thereof on credit, or so far as known to the said E. F., and also of all other matters and things in any way relating to the agency and essential or convenient for any of the purposes hereof, and shall on the —— day of each calendar month send to the said firm a full, clear and correct statement in writing of all orders and sales aforesaid, and particulars thereof respectively, for the then previous calendar month, and shall at all times during the continuance and for any of the purposes hereof give the said firm or their agents all necessary information, and, if so required and at the expense of the said firm, evidence by statutory declaration or otherwise as to the truth of any particulars appearing in the said books or any of them, or any other matter or thing affecting the agency, and suffer them or any of them to inspect and make copies or extracts from the said books or any of them, as and when reasonably required by them or any of them.

Accounts balanced half-yearly.

17. The accounts of the said agency shall be balanced by the said E. F. at the end of each half-year ending on the —— day of —— and —— day of —— or within ten days thereafter.

Sums due to agent payable half-yearly.

18. All sums by way of commission or otherwise which the said E. F. shall, as shown by each half-yearly account aforesaid, be entitled to receive from the said firm, shall be paid to him within one calendar month from the time of delivery of such account.

Agent to have lien on goods for moneys owing to him.

19. The said E. F. shall, subject to the rights (if any) of purchasers thereof, have a lien on all articles aforesaid for the time being in his possession for any moneys then due to him hereunder.

No other agent within the district to be employed.

20. The said firm shall not, during the continuance of this agreement, within the city of London, or any place or district aforesaid, employ any other person than the said E. F. as agent

for any of the purposes for which the said E. F. shall by virtue of this agreement be entitled to be employed, nor shall employ any other person as agent for any purposes connected with the sale of the said articles whose place of residence or business shall be within the said district or radius.

21. The said E. F. shall make every endeavour to detect any suspected infringement of any of the patent rights of the said firm with regard to the said invention, or any other patent rights for the time being held by them in relation to the manufacture of ——, and inform the said firm of any suspected or ascertained infringement thereof as soon as the same shall be suspected or ascertained by him. Agent to detect infringements and give notice thereof to firm.

22. The said firm shall be under no obligation to keep up or maintain the said letters patent, or any extension thereof, or any patent rights for the time relating to the said invention or the manufacture of the said articles, or to take or defend any proceedings or action, legal or otherwise, as to any infringement thereof or otherwise. No obligation on firm to maintain patent, &c.

23. The benefit of this agreement shall, as to the said E. F., be made as far as possible binding not only on the said firm and the survivor of them, but also on their and his assigns of the business of the said firm. Agreement to bind successors of firm if possible.

In witness, &c. (*n*).

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5. AGREEMENT *for* conducting *an* Underwriting Business *at Lloyd's or elsewhere through an Agent.*

MEMORANDUM OF AGREEMENT made the —— day of ——, 19—, Between A. B., of, &c., underwriter, of the one part, and C. D., of, &c., underwriter, of the other part. Whereas the said A. B. is desirous of carrying on the business of an underwriter at Lloyd's. And whereas the said C. D. hath agreed to act as agent of the said A. B. and underwrite policies of insurance in the name, and at the sole risk, of the said A. B. Parties. Recitals of proposed arrangement.

NOW THEREFORE IT IS AGREED between the parties hereto, that the said underwriting business shall be carried on Agreement.

(*n*) For an arbitration clause, if desired, see clause 24, *ante*, p. 8.

upon the terms and conditions hereinafter mentioned, that is to say:—

Conduct of business.

1. The underwriting account shall commence on the —— day of ——, 19—, and shall be carried on in the name and at the sole risk of the said A. B., and the subscriptions to policies shall be made in his name, but the policies, losses and averages shall be subscribed and settled by the said C. D. as the agent of the said A. B.

Commencement and duration of agreement. Power to determine by notice.

2. The business shall commence from the —— day of ——, 19—, and shall be continued from year to year, unless such notice be given as is hereinafter provided: PROVIDED ALWAYS that it shall be lawful for either party to determine the said business by a notice in writing to the other party, such notice to be left for him at his place of business at Lloyd's aforesaid, and the business shall be determined —— months from the date of giving or leaving such notice, and the accounts thereof shall be settled and closed from such date, unless such notice shall have been given in consequence of the mental or physical incapacity or wilful negligence of the said C. D., in which case the business shall be determined from the time of giving or leaving such notice.

Books of account to be kept.

3. The usual and proper books of accounts shall be kept, in which entries shall be made of all such matters, transactions and things as are usually entered in books of account kept by persons engaged in business of the same kind.

Both parties to have access thereto.

4. The books of account, together with all securities, letters and other things which from time to time concern the said business, shall remain and be kept at such place as may be mutually agreed on, and each of the parties hereto shall have free access to examine, cast up, and copy the same, without any hindrance from the other.

Receipt of premiums, &c.

5. The premiums and money arising from the business shall be received by the said C. D., and be paid by him to an account to be opened in the name of the said A. B., at the Bank of ——, or at such other bank as may at any time be mutually agreed on, and shall be applied to the purposes of the business by the said C. D.; any surplus moneys which may be received and which from time to time in the opinion of the said A. B. and C. D. may be not required for the purposes of the business, may be deposited at interest in the joint names of the said A. B. and C. D., or otherwise invested, as may be mutually agreed on. And all interest and dividends arising in each year from such deposits or invest-

ments, and the profits, if any, arising upon the realisation of such investments, shall be considered as part of the profits of the business in such year, but dividends or interest accruing due in January in any year shall be considered as having become due in the preceding December. PROVIDED ALWAYS that no profit which may have accrued upon any investment shall be deemed a part of the profit of the business, unless the said investment be actually realised.

Office expenses.

6. The said A. B. shall pay towards the office expenses of the business, including rent, the yearly sum of £——.

Agent not to be a partner.

7. The said C. D. shall not in any way be considered as a partner with the said A. B. in the business, and in case a loss shall arise from the transactions of any year, the said A. B. shall alone bear and pay such loss, and the said C. D. shall (subject to the proviso contained in the tenth clause) be entirely exempted from bearing or paying any part or proportion thereof, and shall be indemnified by the said A. B. against the same. The profits of the business shall belong to the said A. B.

Taking of accounts.

8. The accounts of the business shall be made up on the 31st December in each year, or as soon as conveniently may be, for ascertaining the profit or loss in respect of the year, and on the expiration of three years from the date of each yearly account the said A. B. shall, after deducting all office expenses, salaries, and other outgoings incident to the said business, pay to the said C. D., as a remuneration for his services, a sum of money which may be equal to 20 per cent. of the net profits (if any) which shall appear on such account, and in computing such sum the profit and losses in each year shall be absolutely independent of every other year, and shall be borne and divided without regard to the account of any other year.

Suspense and indemnity fund.

9. At each period appointed for the taking by the said A. B. of the profits, the said C. D. may set apart so much of the said profits as he shall think fit to form a suspense account and indemnity against further payments which may come against such profits, such account to be kept open until the final settlement of account between the parties.

Unexpected claims.

10. PROVIDED ALWAYS that if at any time after the settlement of any yearly account any unexpected or other claim shall be made upon the said parties or either of them in respect of the business included in such account, £—— per cent. of such claim shall be

paid by the said A. B., and £—— per cent. by the said C. D., or the same shall be taken out of the suspense account; PROVIDED NEVERTHELESS that the said C. D. shall not be required to pay on account of any such claim any greater sum of money in the whole than the amount which he shall have previously received on account of profits as remuneration from the said A. B. for the year in which the business in respect of which the claim is made was transacted.

Business to be wound up on death of principal, A. B.

11. In the event of the death of the said A. B. during the continuance of this agreement, the said C. D. shall forthwith wind up the said business, and the profits thereof (if any) shall (subject to the proviso contained in the eighth clause), at the expiration of three years from the death of the said A. B., be paid to his personal representatives. The said C. D. shall receive the sum of £—— for his trouble in winding up the said business, the same to be paid him out of the profits of the said business (if any) —— months from the death of the said A. B., and to be irrespective of any remuneration to which he may be entitled under this agreement.

Liberty for agent to write for others.

12. The said C. D. shall be at liberty to write for other persons besides the said A. B., but he shall devote a fair proportion of his time to the said business.

Remuneration of agent.

13. The said A. B. shall pay to the said C. D. as a further remuneration for his service in carrying on the said business the yearly sum of £——, such sum to be entirely independent of and not to be taken into account at the time of any division of profits of the said business, or to be affected by any loss or unexpected or other claim which may at any time happen or be made in the conduct of the said business; the payment of such sum of £—— to be made quarterly, and to commence from the —— day of ——, 19—, and to cease from the date of the determination of the said business, or the death of the said A. B., which shall first happen.

Proportion payable in case of death.

14. PROVIDED ALWAYS that in case of the death of the said C. D. between any two quarter days, then the proportion of the sum of £—— which may be then due and owing to the said C. D. shall be calculated from day to day, and the proportion that may be found due, together with any arrears, shall be paid to his personal representatives.

Arbitration clause.

15. In case any difference or dispute shall arise between the said parties hereto or their respective executors or administrators

respecting this agreement or any matter to arise from or relating to the said underwriting business, or the conduct of either party therein, the same shall be referred to the award and determination of two arbitrators, one of them to be chosen by the said A. B., and the other by the said C. D.; and in case the said arbitrators disagree or fail to make an award within —— months after entering on the reference, or after having been called on to act by notice in writing from any party to the submission, then to the award, umpirage and determination of such person as the said arbitrators shall appoint as umpire.

In witness, &c.

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6. AGREEMENT *to employ an* Agent *in a Colony at a Salary, with a Percentage on Sales.*

THIS AGREEMENT made this —— day of ——, 19—, Between (*merchants*), of, &c., of the one part, and (*agent*), of, &c., commercial agent, of the other part: Whereby it is agreed by and between the parties hereto as follows:— Parties. *Testatum.*

1. In this agreement the term "the agent" means the said (*agent*), and the term "the principals" includes the said (*merchants*), and the survivors and survivor of them, and such person or persons as may from time to time be copartner or copartners in trade with them, or the survivors or survivor of them, and their respective executors, administrators, and assigns. Interpretation clause.

2. The principals shall employ the agent as their agent, to take care of, conduct, and manage a certain store or warehouse, belonging to the principals, situate at ——, in Prince Edward Island, in the Dominion of Canada, with full and free power and liberty to buy, sell, barter, or exchange any merchandise, stock, cattle, timber, colonial produce, manufactures, corn, hay, or any other article the agent may deem or consider profitable to the interest and benefit of the principals, from the —— day of —— now next ensuing, for and during the term of —— years. Engagement of agent for a fixed term.

3. The principals will, during the said term, pay to the agent for his services the annual salary of £——, by equal quarterly payments on the —— day of ——, &c., in each and every year, without any deduction except for income tax, and will make the first payment of the said salary on the —— day of ——, next Salary

Commission on sales beyond a certain value.

ensuing the date of these presents. And the principals further agree that the agent shall be allowed a commission of £5 per cent. on all sales above the sum of £—— per annum, which the agent may make or effect, for or on behalf of the principals, in addition to his said annual salary of £——: And if after the expiration of the said first year of the said term of —— years, the sales to be effected by the agent shall not produce more than the sum of £——, The principals do hereby further agree to pay and allow to the said agent during the remainder of the said term of —— years, as a remuneration for his exertions, the annual salary of £——, in addition to the aforesaid annual sum of £——, to be paid and payable at the same times, and in the same manner as is hereinbefore appointed and provided for payment of the said annual salary of £——; Which annual salary or salaries, and percentage, the agent shall and may be at liberty to deduct and retain, by and out of the first moneys which shall come to the hands of or be received by him.

Additional salary in lieu thereof, if sales fall short of a certain amount.

Agent may retain salary.

Principals to supply goods, &c.

4. The principals will, at their own proper costs and charges, find and provide for the agent all kinds of goods, wares, merchandise, and other articles and things of every nature and description whatsoever, which he may demand or deem requisite for the carrying on and conducting the said store or warehouse, or otherwise in the execution, conduct, or management of his office as such agent as aforesaid, so as he may be enabled to effect sales, and manage, conduct, and carry on the said store or warehouse to the greatest advantage and benefit of the principals.

Agent may reside in adjoining house with his family without paying rent.

5. The agent and his wife, family, and servants, shall and may be at liberty to reside in and have the use and occupation of the dwelling-house, and all other the premises, with the appurtenances, now the property of the principals, which adjoin or belong to the said store or warehouse, without paying any rent for the same; which dwelling-house the principals hereby undertake and agree, by and at their own costs and charges, to furnish with suitable household and other furniture of every nature and description whatsoever, to the approbation of the agent.

Principals to furnish house.

Principals to provide clerks, &c.

6. The principals will, at their own proper costs and charges, find and provide the agent with suitable assistants, servants, and workmen, to be under and assist the agent in the business of the said store or warehouse, and in and about the exercise of his office as agent to the principals.

Principals to provide board and lodging for agent's family, clerks, &c.

Agent to deduct expenses.

7. The principals will also find and provide the agent and his wife, family, and servants, and all servants and workmen, both male and female, who may be so as aforesaid employed by the agent to assist under him, with suitable board and lodging, and everything necessary or incident thereto: And all such sum and sums of money, costs, charges, and expenses as may be incurred or sustained in the providing of such board and lodging, and also in the payment of all assistants, servants, workmen, and other persons' wages who may be employed for the purposes aforesaid, the agent shall be at liberty to deduct, retain, and reimburse by and out of the first moneys which shall come to his hands.

Principals to send out agent with his family and goods at their expense.

8. The principals will, at their own costs and charges, convey the agent, and his wife, family, and servants, and any household or other furniture, goods, chattels, property, or effects which the agent or his family or servants may think proper to take with them to the said island; and also will pay all railway and other fares, and hotel and other expenses of and incident to any journeys which the agent shall at any time hereafter be required by the principals to take for the purposes of their said business.

Agent may determine agreement on giving notice.

9. In case the agent should not approve of the situation as agent to the principals in the said island, or in case the climate should not agree with the health of himself and his family, the agent shall and may, upon giving notice in writing to the principals, be at liberty to give up his employment as such agent as aforesaid, and to return to England, and then, and in such case, these presents, and every clause, matter, and thing herein contained shall cease, determine, and be utterly void, to all intents and purposes, anything to the contrary thereof in anywise notwithstanding; and in such case the principals will, upon the expiration of such notice, so to be given as aforesaid, at their own proper costs and charges, reconvey the agent and his wife, family, and servants, and any goods, chattels, property, or effects they may think proper to bring back again with them, to the port of London.

Principals to bring agent and family and goods home.

Agent to act diligently and faithfully during term.

10. The agent will, during the said term of —— years, if he shall so long live, well, diligently and faithfully, to the utmost of his power, serve the principals as their agent, and take upon himself the care, conduct, and management of their said trade at the said store or warehouse; And will, at all times during the said term, receive and take into his care and custody, all such goods

To receive goods, and dispose of goods.

and merchandise whatsoever as aforesaid, and as by or for the use, or on the account of the principals shall be conveyed or sent to the agent, and will sell, barter, and dispose of the same goods and merchandise to the best profit he can for the principals; And also will, at all times during the said term, follow and perform the advice, direction, and orders of the principals, which shall, by letters or otherwise, be sent, given, or made known to him the agent, concerning the said store or warehouse and merchandise as aforesaid.

To obey directions of principals.

To keep books of account.

11. The agent will, at the costs of the principals, provide and keep in good order books of account, concerning his employment as such agent as aforesaid, according to the custom of agents to merchants in such cases: And will deal justly, truly, and faithfully to and with the principals in all and every his accounts, reckonings, bargains, and dealings, relating to and concerning his said employment as such agent as aforesaid; And will constantly, once in every year during the said term of —— years, determinable as aforesaid, transmit and send to the principals true accounts of all the business and dealings of him the agent in the premises; And also will send letters of advice to the principals of all such measures and occurrences wherewith it shall be proper and expedient that the principals be acquainted.

To deal justly.

To transmit accounts annually.

To advise principals of all important matters.

To produce books of account, on request.

12. The agent will, from time to time, upon every reasonable request of the principals, show forth and produce to them, or either of them, all his books of account, concerning all such his dealings aforesaid, and make and give to them a just and perfect account of and concerning all and every such goods, wares, money, and merchandise of the principals which shall hereafter come to his hands and charge, or for which he should or ought to be accountable to the principals; and, moreover, will, within —— months after such annual account shall be made or given in, well and truly satisfy and deliver over to the principals all and every such wares, money, goods, merchandise, and other effects and things, as by such account shall appear to be due to the principals from the agent (*o*).

To render goods or moneys due.

As witness, &c.

(*o*) If an arbitration clause is desired, the form given in clause 24, *ante*, p. 8, may easily be adapted.

7. AGREEMENT *for the* EMPLOYMENT *of a* COMMERCIAL TRAVELLER, *terminable by Notice at any time.*

ARTICLES OF AGREEMENT made this —— day of ——, 19—, BETWEEN (*principal*) and (*traveller*) commercial traveller, of the other part. Parties.

1. The said (*traveller*), hereinafter called the agent, agrees to become the traveller and assistant of the said (*principal*), hereinafter called the principal, and the principal agrees to employ the agent as such traveller and assistant upon the terms and conditions hereinafter mentioned. Agent to travel.

2. The agent shall devote his whole time and his best energies and attention to promote and further the business of the principal. Agent to devote whole time to business.

3. It shall, among other things, be the duty of the agent to travel the country and districts required by the principal, and to call upon persons and solicit orders for all articles and commodities in the way of the principal's trade or business, and to receive moneys for or on account of the principal, and to transmit by the first practicable post, or otherwise deliver, all orders and moneys so received to the principal. Conduct of business.

4. The agent shall make a daily report to the principal of all calls made by or upon him, and also shall keep proper accounts and books to be provided for that purpose by the principal, and such accounts and books shall, when required, be made up and delivered to the principal, whose sole property the same shall be. Agent to make reports and keep books.

5. The principal shall pay to the agent a salary at the rate of £—— per annum to be paid weekly, and the additional sum of —— pounds —— shillings per week for travelling expenses [*or*, and the reasonable travelling expenses and hotel bills of the agent incurred in connection with the business of the employer in addition to such salary (*p*)]. Salary and expenses.

(*p*) If a commission is to be paid, add: Commission.

"The principal shall also pay to the agent, in addition to the said salary and travelling expenses, a commission at the rate of £—— per cent. upon all orders which shall be received by the agent for or on account of the principal and be executed by the principal, provided that the said commission shall only become payable by the principal upon moneys actually received by the principal, and not upon outstanding debts, or upon moneys in the hands of the agent."

Prices.

6. The agent shall not take or accept any orders for, or sell or offer to sell, goods at prices less than those appearing in the [published] lists of the principal without the sanction of the principal.

Power to determine agreement on notice.

7. Either of the parties may determine this agreement at any time by giving to the other party one calendar month's previous notice in writing, and in the event of a breach by the agent of any of the provisions of this agreement, the principal shall have a right to determine it without previous notice; And in the event of the determination of this agreement by notice so given on either side, or by reason of a breach by the agent of any of its provisions as aforesaid, or otherwise, the agent shall not, for or on account of any employer or on his own account, at any time, either by himself or in partnership with any other person or persons or firm, call upon, or directly or indirectly solicit orders from, or in any way deal or transact business with, any persons or firms who or which during the continuance of this agreement, shall be customers of the principal or of any future successors of the principal's trade or business, or any of the successors in business of any of such customers (*q*).

Agent not to solicit orders from customers after termination of agreement.

In witness, &c.

AGREEMENTS (MISCELLANEOUS).

1. AGREEMENT *for the Purchase of* Growing Timber.

Parties.

AN AGREEMENT made the —— day of ——, 19—, Between (*vendor*), of, &c., of the one part, and (*purchaser*), of, &c., of the other part; Whereby it is agreed, as follows, that is to say:—

Agreement for the sale of the timber.

1. The said (*vendor*) shall sell, and the said (*purchaser*) shall purchase —— hundred oak trees, and —— hundred ash and elms, all marked with the letter S, standing in and upon the demesne

(*q*) Care must be taken not to make the restraint imposed on the agent any greater than is reasonably necessary to protect the principal. The above clause has been held to be valid on the particular facts before the Court, but each case must be judged on its own merits.

lands of ——, and in and upon several lands and grounds called ——; all which premises are now in the possession of ——.

2. The purchase-money shall be paid by the said (*purchaser*), as follows (that is to say), £——, part thereof, upon the execution of these presents, and £——, the remainder thereof, on or before the —— day of —— next.

Power to cut and carry away.

3. The said (*purchaser*) shall have full liberty for himself and his servants, agents and workmen to enter upon the said demesne and other lands, and cut down the said trees, at all reasonable and convenient times, and to lay and place the bark of the oak trees in convenient parts of the premises to dry: And the said trees and wood, with the bark of the oaks, and the boughs, lops and tops, of the whole of the said trees, to draw, remove, carry off, and take away in lots in and by the most usual and convenient ways and parcels, at any time on or before the twenty-ninth day of September next: And also for himself and his servants, agents, and workmen, and other person and persons to whom they shall sell and retail the said timber and wood, or any part thereof, to dig saw-pits and break up and saw the said timber in proper and convenient parts of the said premises in and upon which the said timber and wood stand and grow, at any time before the said twenty-ninth day of September next, without paying or making any satisfaction to the said (*vendor*), his heirs, assigns, or under-tenants.

Power to dig pits, to saw timber on premises.

Timber, &c. not removed by times agreed on to be forfeited.

4. All the said oak, ash, and other trees, with the boughs, lops, tops, and bark thereof, which shall not have been removed within the time before limited and agreed on for that purpose shall thenceforth be forfeited to the said (*vendor*).

Purchaser to fill up saw pits,

5. The said (*purchaser*) shall, within one month next after the said twenty-ninth day of September next, at his own costs and charges, fill up all such saw-pits as shall for the purposes aforesaid have been made by him or his servants, on any of the said lands: And also fence, amend, and repair all the hedges and fences in and about the said lands, in all such places as shall be broken, or otherwise damaged or destroyed, in felling, hewing, or carrying away the said timber, on being allowed by the said (*vendor*) hedge-wood for that purpose.

and repair hedges.

Disputes to be referred to arbitration, or umpirage.

6. If any dispute shall arise between the said parties touching any clause, matter or thing relating to the sale of the said timber,

the same shall be referred [&c., as in Clause 15, p. 26, *ante*] (*a*).

In witness, &c.

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2. AGREEMENT *for* Sale *of* Standing Corn.

THIS AGREEMENT made the —— day of ——, Between A. B. (hereinafter called the vendor), of the one part, and C. D. (hereinafter called the purchaser), of the other part, Whereby it is agreed as follows:—

The vendor, in consideration of £—— paid to him by the purchaser upon the execution hereof, agrees to sell and at his own expense to harvest, thresh out, and deliver in good condition to the purchaser, who hereby agrees to purchase and take delivery at —— within —— weeks from this date —— quarters of good wheat now growing and being on the vendor's farm ——, situate at M——. The balance of the purchase-money for such wheat to be paid on delivery at the rate of —— a quarter [*or* at the then market price to be ascertained by the average price on the —— day of ——, at the market at M—— aforesaid].

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3. AGREEMENT *for* Sale *of* Farming Stock.

THIS AGREEMENT made, &c. (*as in last Precedent*).

The vendor agrees to sell to the purchaser, who agrees to buy at a valuation to be made as hereinafter mentioned, all the live and dead farming stock, crops, and tillages now being in and upon

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(*a*) If the vendor is tenant for life or in tail, and the provisions of sect. 35 of the Settled Land Act, 1882, do not apply, add the following clause:

"If the said (*vendor*) shall die before the said 29th day of September next, and the said (*purchaser*) shall be prevented from felling, sawing, or carrying away the said timber, as aforesaid, then the executors or administrators of the said (*vendor*) shall pay or allow to the said (*purchaser*) such sum of money by way of damages as he shall thereby sustain; the same to be ascertained by arbitration as aforesaid."

the farm and lands in the occupation of the vendor at ——, and it is mutually agreed that the value of the said stocks, crops, and tillages shall be determined by —— of ——, on the part of the vendor, and —— of ——, on the part of the purchaser, or by an umpire to be appointed by such valuers, such valuation to be made and completed in writing on or before ——.

The vendor will pay all his rents, rates and taxes, and all other outgoings due and payable in respect of the said premises up to the —— day of ——, from which date the purchaser will pay all such rents, tithes, rates, taxes, or outgoings.

The vendor will, on the —— day of ——, give to the purchaser full and absolute possession of the said premises on receipt of the amount of the said valuation and will indemnify the purchaser against all liability for dilapidations, farming out of course or otherwise on the said premises.

The purchaser will pay the amount of the said valuation [and the expenses thereof] within ——— days next after notice given to him in writing of the completion and amount of such valuation.

In witness, &c.

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4. CONTRACT *for supply of* Milk (*b*).

MEMORANDUM OF AGREEMENT made this —— day of ——, 19—, Between A. B., of, &c. (hereinafter called "the seller"), who hereby agrees to sell, and C. D. & Co., of, &c. (hereinafter called "the buyers"), who agree to buy the seller's dairy of milk, of —— gallons daily, up to ——, 19—.

The price to be:—

	£ s. d.		£ s. d.
March 25 to April 30		October	
May		November	
June		December	
July		January	
August		February	
September		March 1 to 24	

Per —— Gallon of —— Pints.

(*b*) The form of contract from which this precedent is adapted was supplied by, and is published by permission of, the London Pure Milk Association, Ltd.

The milk to be of first-class quality and delivered twice daily to the buyers at —— Station, —— Railway, carriage paid, not later than —— a.m. and —— p.m., in such good condition as to keep good a reasonable time after delivery, and on the following terms and conditions:—

To be warranted pure, &c.;

1. That all milk supplied under this contract is guaranteed pure and wholesome, with all its cream, as from the cow, and not to be below the standard fixed by the Board of Agriculture. Should the milk not conform to this standard the buyers to have the option of cancelling this contract. Every consignment to have a label attached, signed by the seller or his representative, bearing the words "Warranted pure new unskimmed milk, and free from preservatives." Any omission of this will render the seller liable to have the milk returned.

2. That no pail rinsings or preservatives be put into the milk; that no mixed milk of two separate milkings be sent; and that no milk be sent from a newly calved cow until at least three days after calving, or from any cow that is not fully milked, or in ill-health or under physic.

3. That the milk be passed through an efficient milk filter immediately after milking and then cooled with a dairy refrigerator down to as far below 60° F. as possible.

4. That all milk be sent away fresh, that is, the morning's milk to be sent off the same morning, and the evening's milk the same evening, summer and winter.

5. That the seller shall not send any milk other than that produced on his own farm, except by mutual agreement.

Maximum and minimum daily quantities.

6. That the maximum daily quantity sent shall be —— gallons, and that the minimum daily quantity sent shall be —— gallons.

7. That the buyers shall have the power to deduct from the seller's account the sum of threepence per imperial gallon on every gallon below the above minimum quantity, except in the case of the seller's cows being slaughtered or the supply temporarily stopped by order of any legally constituted authority.

Covers to churns. Empties.

8. That the churns are to be fitted with dust-proof covers and be found by the ——. All empties to be thoroughly cleansed and put on rail for return regularly, but the buyers shall not be held responsible for any delay in the delivery of the empty churns at the country station by the railway company.

Cleanliness.

9. That the churns and all dairy utensils be washed and cleaned

by the seller in pure and wholesome water, and the milk churns so placed that no dirt or foul smells can affect them inside or out, and all utensils brought into contact with the milk be examined at all times as to cleanliness before being used; that the churns be properly sealed before being despatched from the farm; that the milker wash his hands and examine and brush all dirt from cows' udders and flanks before commencing to milk; and that the most scrupulous cleanliness be observed in all details connected with the cows, cow-houses, utensils and attendants.

Cows to be healthy, &c.

10. That the cows shall be free from tuberculosis of the udder, also healthy and well fed, and the stock and dairy shall be conducted in every respect in accordance with the Acts of Parliament relating thereto.

11. That all cows shall be provided with an ample supply of pure and wholesome water, and no food shall be given them that shall deteriorate the flavour or quality of the milk and make it unsaleable.

Milk to arrive at destination fresh, &c.

12. That all milk shall arrive at its destination in a perfectly fresh and marketable condition; if otherwise, the buyers shall use their discretion in the interests of the seller either to sell the same for his account or to return it. Any loss to be borne by the seller.

Change in destination.

13. That in the event of the buyers requesting the seller to consign the milk to any other railway station than that mentioned herein, any increase in the cost of carriage shall be paid by the buyers, and any decrease be allowed by the seller to the buyers.

Inspection by buyers.

14. That the buyers or their representative shall be at liberty to visit the seller's farm at any reasonable hour of the day, to inspect the stock and general arrangements and see the cows milked.

Epidemic disease.

15. That the buyers shall not hold the seller liable for breach of contract caused by epidemic disease among the stock or people on the farm. In such event the seller shall immediately advise the buyers by telegram, and the supply shall instantly cease.

Accounts and payments.

16. That accounts shall be sent in by the seller every two or four weeks, ending with the Saturday's milk in each second or fourth week, and that payment shall be made within seven days of receipt of the account.

In witness, &c.

5. AGREEMENT *for the* PURCHASE *of the sole* RIGHT *of Compounding and Vending a* MEDICINE, *in consideration of a* MOIETY *of the* PROFITS *to be paid during* TWELVE YEARS.

ARTICLES OF AGREEMENT made this —— day of ——,
Parties. BETWEEN (*proprietor*), of, &c. (hereinafter called the proprietor), of the one part, and (*purchaser*), of, &c. (hereinafter called the purchaser), of the other part: WHEREBY IT IS AGREED as follows:—

Sale of interest in medicines. 1. The proprietor, for the considerations hereinafter mentioned, hereby grants and assigns unto the purchasers all and singular the right and interest of him, the proprietor, of and in certain medicines or preparations called respectively ——, whereof the proprietor is the sole proprietor and owner.

Proprietor to disclose secret by writing of even date. 2. The proprietor shall in a certain paper writing under his own hand, and bearing even date herewith, set forth full, true and perfect recipes for the making up or compounding the aforesaid medicines or preparations respectively.

Not to disclose secret to other persons. 3. The proprietor shall not at any time hereafter disclose or make known to any person or persons whomsoever the said recipe whereby the said medicines or preparations, or any of them, may be compounded or made up.

Not to compound medicines. 4. The proprietor shall not at any time hereafter, either by himself or by an agent or otherwise, make up or compound the aforesaid medicines or preparations, or any other of the same description, And shall not permit or allow the same or any of them to be made up or compounded by any person or persons whomsoever, under or by virtue of any license or authority by him the proprietor heretofore given or granted, or by him to be hereafter given or granted.

Purchasers to pay a moiety of profits to proprietor. 5. In consideration of the aforesaid articles the purchaser shall pay to the proprietor annually one moiety of the net profits arising from the sale of the aforesaid medicines or preparations during the term of twelve years, after which term the purchasers shall be entitled to hold the proprietorship of the said medicines and preparations without account.

To render account annually. 6. The purchaser shall, during the said term of twelve years, render to the proprietors annually, on the —— day of ——, a statement and account of the sale of the said aforesaid medicines or preparations, together with the cost of preparing the same, and

the cost of advertising and publishing the same, whereby the net profit arising from the sale of the medicines or preparations may be ascertained.

7. The expense of advertising and publishing the said medicines or preparations during the said term shall not be greater or otherwise than the sum to be agreed on between the purchaser and the proprietor by a memorandum in writing. As to expenses of advertising.

8. Within fifteen days after the rendering the account mentioned in the sixth article, the purchaser shall pay to the proprietor the share or proportion of the net profit due to him on the said account. Proprietor's share of profits to be paid within fifteen days after rendering account.

9. The proprietor shall not be entitled to call upon the purchaser to produce books in order to verify or prove the accounts to be rendered by him in pursuance of the sixth article, but the purchaser shall, if so required by the proprietor, verify the same by statutory declaration, and the accounts so rendered shall be taken and held correct. Purchaser how to verify accounts.

IN WITNESS, &c.

6. AGREEMENT *for the* MANUFACTURE *of* SALT.

AN AGREEMENT made the —— day of ——, 19—, BETWEEN (*owner*), of, &c. (hereinafter called the owner), of the one part, and (*manufacturers*), of, &c. (hereinafter called the manufacturers), of the other part. Parties.

WHEREAS the owner is possessed of certain salt works, situate at ——, in the county of ——, for the residue of a certain term of years therein granted to the owner, by a lease dated, &c., and made, &c., of which term —— years were unexpired on the —— day of —— last, and the owner is also entitled to the plant, implements and utensils belonging to and used in and about the said salt works for the manufacture of salt; AND WHEREAS the said parties hereto have agreed that the manufacturers shall manufacture salt at the said salt works upon the terms and conditions hereafter mentioned. NOW THESE PRESENTS WITNESS and the owner and manufacturers hereby mutually agree as follows, that is to say:— Recitals.

1. In these presents the term "the owner" includes the said owner and his executors, administrators and assigns, and the term "the manufacturers" includes the said manufacturers, and the Interpretation clause.

survivors and survivor of them, and the executors or administrators of such survivors, their or his assigns.

Agreement to conduct the manufacture.

2. The manufacturers shall and will manufacture salt or cause salt to be manufactured at the said works, for and on behalf of the owner, during the remainder of the said term of the owner in the said works, and shall not nor will manufacture salt at the said works for or on behalf of themselves or any other person or persons than the owner.

Owner to deliver brine.

3. The owner shall at his cost deliver the necessary supply of brine into the pans of the said works, and such brine shall not be less than thirty-eight degrees strong, to be tested by ——'s hydrometer; and if any brine so delivered shall be below such strength, the salt to be manufactured therefrom shall be paid for at such an advanced rate as will compensate for the additional cost of the manufacture thereof, and such additional cost in case of difference shall be determined by (*referee*), of, &c., and (*referee*), of, &c., or by an umpire to be named by the said referees.

Manufacturers to deliver salt into barges, &c.;

4. The manufacturers shall and will, except and so far as they shall be prevented or hindered by frost or any other cause not under their control, manufacture and deliver into barges or carts to be supplied at the works for that purpose, by and at the cost of the owner, salt, at the rate of 4,160 tons per annum, and shall and will so manufacture and deliver the same after the rate of eighty tons per week.

to be supplied by owner.

5. The owner shall and will take and remove the salt which shall be manufactured in pursuance of this contract, at least to the extent in quantity or weight mentioned in the last article, and shall and will supply weekly at the said works the necessary barges or carts for removing the weekly quantity in the said last article agreed to be delivered and supplied weekly, and remove the same accordingly.

Commencement of term.

6. The time for the commencement of the manufacture of salt under this contract shall be the —— day of ——, 19—.

Payment.

7. The owner shall pay the manufacturers for the salt so manufactured or supplied by them at such prices, and with and subject to such variations, at such times, and in such manner as is hereinafter mentioned, that is to say:—The price for the manufacture and delivery of salt to be manufactured and supplied under this agreement shall be at and after the rate of 9*s*. 6*d*. per ton, on the supposition that coal and rough coal slack will be 9*s*. per ton,

short weight as delivered; and the price to be paid for the salt to be manufactured and supplied as aforesaid shall also be considered as based on the supposition that the rate of wages for labour in such manufacture and supply is 1*s*. 9*d*. per ton, and any increase or decrease in the rate of wages, as the case may be, shall be added to or deducted from the price for such manufacture or supply to an extent not exceeding 3*d*. per ton either way: And at the expiration of three calendar months, to be computed from the —— day of ——, 19—, next, and at the expiration of every three calendar months during the subsistence of this contract, the owner or administrators shall pay to the manufacturers the price of the salt which shall have been manufactured or supplied under this contract during the three calendar months immediately preceding: And the said manufacturers shall be at liberty during the current three calendar months, for the time being, to draw upon the owner for the weekly sum of £10 sterling on account of the current expenditure, and the said owner shall answer such drafts accordingly, and be allowed the amount of the drafts he or they shall so answer in account at the expiration of the current three calendar months: And the manufacturers shall accept payment of the amount which after such allowance they or he shall be entitled to receive under this contract, at the expiration of every or any three calendar months by bills of exchange, payable three months after date, to be drawn upon and accepted by the owner.

Weekly drawings.

8. The rent payable under the said lease of the said works, and all rates and taxes payable in respect of the works shall be paid and discharged by the owner.

Owner to pay rent under lease.

9. The manufacturers shall at their own cost erect fresh chimneys on the works for the manufacture of salt hereby agreed to be supplied, and set the pans belonging to the said works with the patent fireplaces of —— & Co., and make any alteration which may be required by them or by the owner for the purposes of this contract.

Manufacturers to execute necessary alterations in premises;

10. The manufacturers shall at their own cost, during the term of this contract, keep the pans, flues, and fireplaces, and all the plant, implements, and utensils used in the works, and belonging to the owner, in an efficient state of repair, and deliver up the same to the owner at the termination of the said term in a good and substantial state of repair, and, moreover, shall at their own

to keep plant, &c. in repair.

cost, if required by the owner, remove the said patent fireplaces, or any of them, and reset the pans with fireplaces upon the old system.

Owner to do landlord's repairs.

11. The owner shall, during the term of this contract, at his own cost, make and do all repairs to the said salt works which in the like premises come under the denomination of landlord's repairs.

Settlement of disputes.

12. If any dispute or difference shall arise between the parties hereto relating to the construction of these presents, or to any matter or thing herein contained, such dispute or difference, except as is or are hereinbefore otherwise specially provided for, shall be referred to the award and determination of two arbitrators, to be chosen one by each party hereto, and in case the said arbitrators disagree, or fail to make an award within —— months after entering on the reference, or after having been called on to act by notice in writing from any party to the submission, then to the award, umpirage, and determination of such person as the said arbitrators shall appoint as umpire.

As WITNESS, &c.

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7. AGREEMENT *for the* SALE *of a* LEASEHOLD SHOP, FIXTURES, STOCK-IN-TRADE, *and* GOODWILL *of a business*—PURCHASE-MONEY *to be paid by* INSTALMENTS—*Unpaid Instalments to be secured by Purchaser's Bond and by Mortgage of the premises and fixtures, &c.*

Parties.

AN AGREEMENT made the —— day of ——, 19—, BETWEEN (*vendor*), of, &c. (hereinafter referred to as the vendor), of the one part, and (*purchaser*), of, &c. (hereinafter referred to as the purchaser), of the other part:

Recital of lease of premises.

WHEREAS the vendor has for some time past carried on the trade or business of a ——, in the city of ——, at a shop [*or* manufactory] to which the vendor is entitled for the remainder of a term of —— years therein granted to him by a lease dated the —— day of ——, 19—, and expressed to be made between (*lessor*) of the one part and the vendor of the other part.

Witnesseth.

NOW THESE PRESENTS WITNESS, and it is hereby agreed and declared by and between the parties hereto as follows, that is to say:—

Agreement for sale and

1. The vendor shall sell and the purchaser shall purchase ALL

THAT the shop [*or* manufactory] aforesaid, with the appurtenances, for the residue now to come of the said term, and at the yearly rent of £—— reserved by the said lease, and subject to the lessees' covenants and conditions therein contained, TOGETHER WITH the goodwill of the said trade or business, for the sum of £——, payable as is hereinafter mentioned: AND ALSO all the implements, utensils and fixtures in and upon the said shop [*or* manufactory] and used or employed in the said trade or business of a ——; and all the stock-in-trade and book and other debts belonging and owing to the vendor respectively, and the benefit of all contracts and engagements relating to the said trade or business entered into between him and other persons, for a sum to be determined by valuation in manner hereinafter mentioned.

purchase of shop and goodwill at fixed price;

of fixtures, stock-in-trade, &c. at a price to be settled by valuation.

2. The premises agreed to be purchased for a sum to be determined by valuation shall be valued according to their respective values on the —— day of —— next. The valuation shall be made by (*referee*), of, &c., on behalf of the vendor, and by (*referee*), of, &c., on behalf of the purchaser; and in case they shall not agree or shall fail to make a valuation within —— months after entering on the reference, or after having been called on to act by notice in writing from either of the parties hereto, then by such umpire as the said referees shall for that purpose appoint. If either of the said referees shall die or refuse to act, or become incapable of acting in the reference before the completion of the valuation, another referee shall be appointed in his place by the party who originally appointed the referee so dying, refusing or becoming incapable as aforesaid; and if the umpire so to be appointed as aforesaid shall die or refuse to act or become incapable of acting before completion of the valuation, the referees shall appoint another umpire in his place (*c*).

Valuation, how to be taken.

3. The purchaser shall pay a deposit of £——, upon the execution of this agreement. The remainder of the purchase-money shall be paid in manner hereinafter mentioned.

Payment of deposit.

4. The vendor shall within —— days from the date hereof, at his own expense, deliver to the solicitor of the purchaser an abstract of his title to the premises.

Abstract of title.

5. The purchaser shall make in writing and deliver to the

Delivery of requisitions.

(*c*) It is important to remember that a valuation is not an arbitration, and therefore the provisions of the Arbitration Act, 1889, will not apply.

solicitor of the vendor his objections and requisitions (if any) to the title shown by the abstract within —— days after delivery thereof; and all objections and requisitions which shall not be made and sent as aforesaid within the time specified, shall be deemed to have been waived [and for this purpose time shall be of the essence of the contract].

Payment of purchase and valuation-money by instalments.

6. The purchaser shall pay the remainder of the purchase-money, including the sum which shall be determined by valuation as aforesaid, by the instalments and in manner following (that is to say), one instalment of £—— on the —— day of —— next, on which day the purchase shall be completed; a second instalment of £—— on the —— day of ——, 19—; a third instalment of £—— on the —— day of ——, 19—, and the last instalment, being the balance remaining due after the payment of the said deposit and these instalments respectively, on the —— day of ——, 19—. And the instalments for the time being remaining unpaid shall bear interest at the rate of £5 per cent., as from the said —— day of —— next.

Assignment to be executed;

7. On receiving from the purchaser the said instalment or sum of £——, made payable on the said —— day of —— next as aforesaid (*d*), the vendor will make and execute a proper assignment of the premises to the purchaser, such assignment to be prepared by and at the expense of the purchaser, and to be left not less than —— days before the completion of the purchase, for the approval of the solicitors of the vendor, at their office in —— Street, in the city of —— aforesaid.

to contain covenants by vendor not to carry on same business, &c.;

8. The said assignment shall contain covenants by the vendor to recommend the purchaser to all the late or present customers of the vendor; and not to trade or deal in the said trade or business of a —— directly or indirectly, alone or in partnership with any person or persons whomsoever in —— aforesaid, or within —— miles thereof, for the space of seven years from the said —— day of —— next.

to contain covenants by purchaser for payment of instalments, &c.

9. The said assignment shall contain covenants by the purchaser for payment of the said instalments, and of interest after the rate aforesaid on the instalments for the time being remaining unpaid, on the days hereinbefore appointed for payment thereof respectively; and also a proviso that if any instalment or interest, or

(*d*) That is to say, the *first* instalment.

any part thereof respectively, shall be in arrear and unpaid after thirty days from the days hereinbefore appointed for payment thereof respectively, then the whole of the purchase-money (including the said sum to be determined by valuation as aforesaid), or the instalments thereof for the time being remaining unpaid, shall immediately become payable with interest thereon after the rate aforesaid up to the day of payment.

Purchaser to give bond, and execute mortgage, if required.

10. The purchaser, together with some other person to be approved of by the vendor, shall on the said —— day of —— next, execute to the vendor a bond in the penalty of £——, for the payment to the vendor of the instalments of the purchase-money (including the sum so to be determined by valuation as aforesaid) which shall then remain unpaid, with interest after the rate and payable at the times hereinbefore mentioned respectively. And the purchaser, if and whenever required by the vendor in writing so to do, shall make and execute to the vendor a proper and valid mortgage of the said shop [*or* manufactory] and premises comprised in the said lease [and also of the implements, utensils, fixtures, stock-in-trade, and effects of the said trade or business], as a further security for the payment of the instalments for the time being remaining unpaid and interest thereon, payable after the rate and at the times hereinbefore mentioned respectively. Such mortgage shall contain all such powers and provisions as may be reasonably required by the vendor [and shall be duly registered as a bill of sale under the Bills of Sale Act (1878) Amendment Act, 1882, or any other statute for the time being in force for regulating such registration].

Delivery of possession.

11. The possession of the premises, with full liberty to use and enjoy the said utensils, implements, fixtures, stock-in-trade, and effects in the same manner as heretofore, shall be retained, and all rates, taxes and outgoings payable for or in respect of the premises shall be paid by the vendor up to the said —— day of —— next, and as from that date the possession shall be taken by the purchaser, who shall thenceforth pay all the rates, taxes and outgoings; and such rates, taxes, and outgoings shall, if necessary for the purposes of this stipulation, be apportioned.

As witness, &c.

8. AGREEMENT *for the* SALE *of the Right of Patronage of an* ADVOWSON, *in fee, for Life or for Years.*

ARTICLES OF AGREEMENT made the —— day of ——,

Parties. BETWEEN A. B., of, &c. (hereinafter referred to as the vendor), of the one part, and C. D., of, &c. (hereinafter referred to as the purchaser), of the other part.

Agreement for sale and purchase. Parcels. ADVOWSON. 1. The vendor agrees to sell, and the purchaser agrees to purchase, ALL THAT the advowson, and perpetual right of patronage and presentation of and to the rectory and parish church of ——, in the county of ——, and in the diocese of ——, and of the fee simple and inheritance thereof (*e*), free from incumbrances, at or for the price or sum of £——.

To deliver abstract. 2. The vendor will deliver unto the purchaser, within —— days from the date hereof, an abstract of the title of the said vendor to the said advowson, such abstract to commence with, &c., and also extracts certified by the registrar of the Bishop of ——, of all the successive presentations to the said rectory since the —— day of ——, 18— (*the commencement of title*). All recitals, statements, and descriptions contained in any document dated twenty years or upwards before the date of this agreement, shall be conclusive evidence of the facts and matters therein recited, stated, or described or thereby implied respectively.

Delivery of requisitions. 3. The purchaser shall make in writing and deliver to the solicitor of the vendor his objections and requisitions (if any) to the title shown by the abstract within —— days after delivery thereof; And all objections and requisitions which shall not be made and sent as aforesaid within the time specified, shall be

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FOR LIFE. (*e*) If for life, say,
"for the natural life of the said (*purchaser*) [*or* (*nominee*), of, &c.]."

FOR LIVES. If for lives, say,
"for the lives and life of (*nominees*), of, &c., and the survivors and survivor of them."

FOR YEARS. If for years, say,
"for the term of —— years from the date hereof."

FOR YEARS DETERMINABLE ON LIVES. If for years determinable on lives, say,
"for the term of —— years from the date hereof, if the said (*purchaser*) [*or* (*nominee*), of, &c.], should so long live."

deemed to have been waived [and for this purpose time shall be of the essence of the contract].

Requisitions insisted on may entitle vendor to rescind.

4. In case the purchaser shall make any objection to or requisition on the title which the vendor shall from any cause or on any grounds whatever be unable or unwilling to answer or comply with, the vendor shall be at liberty (notwithstanding any attempt to answer or comply with such objection or requisition, or any previous or pending negotiation or litigation) at any time to rescind the sale. In that event the vendor shall return the deposit, but the purchaser shall not be entitled to any interest, costs, or compensation, or other payment whatsoever.

Completion of purchase.

5. The purchaser shall, on the —— day of ——, pay the purchase-money at the office of Messrs. ——, the vendors' solicitors, at ——, and the purchase shall then and there be completed. On payment of the purchase-money as aforesaid, the vendor and all other necessary parties shall convey and assure the said advowson, with the appurtenances, unto the purchaser (*f*), or as he shall direct. The conveyance or assurance shall be prepared by and at the expense of the purchaser, and shall be left not less than —— days before the said —— day of —— for the approval of the said solicitors of the vendor.

In case of incumbent's death before conveyance, purchaser to nominate next incumbent.

If incumbent be made a bishop, contract not to be affected.

6. In case of the decease, cession, deprivation, or relinquishment of the present incumbent of the said advowson before the said —— day of ——, the vendor shall duly present such person to the said advowson as the purchaser shall nominate; but if the presentation to the said advowson should devolve on the Crown, in consequence of the present or any succeeding incumbent being promoted to a bishopric [either] before [or after] the said —— day of ——, this contract shall not be affected thereby, nor shall the said purchaser be entitled to any deduction out of the said purchase-money.

In witness, &c.

(*f*) "for his life [*or*, unto the said (*purchaser*), his heirs and assigns, for the life of the said (*nominee*)] [*or*, for the lives and life of the said (*nominees*), and the survivors or survivor of them] [*or*, unto the said (*purchaser*), for the said term of —— years, determinable as aforesaid]."

FOR LIFE OR LIVES.

FOR YEARS.

9. AGREEMENT *for the Sale of the* NEXT PRESENTATION *to a Parsonage.*

Parties.

ARTICLES OF AGREEMENT made this —— day of ——, 19—, BETWEEN (*vendor*), of, &c. (hereinafter referred to as the vendor), of the one part, and (*purchaser*), of, &c. (hereinafter referred to as the purchaser), of the other part.

Agreement for sale and purchase.

1. The vendor agrees to sell, and the purchaser agrees to purchase, for the sum of £——, the next presentation of and to the rectory and parish church of ——, in the county of ——, and in the diocese of ——.

To deliver abstract.

2. The vendor will deliver to the purchaser within —— days after the date hereof an abstract of the title of the said vendor, to grant the next presentation of and to the said rectory and parish church (*continue, ut ante*, p. 46).

3, 4. (*Delivery of requisitions. Requisitions insisted on to entitle vendor to rescind, ante*, pp. 46, 47.)

To execute conveyance at purchaser's expense.

5. (*Completion of purchase, ante*, p. 47, *and continue.*) On payment as aforesaid of the said sum of £——, the vendor, and all other necessary parties, if any, shall execute a proper assurance of the next presentation to the said rectory and parish church unto the purchaser, or as he shall direct. The assurance shall be prepared by, &c. (*ut ante*, p. 47).

If present or succeeding incumbent be made a bishop, purchaser to have the next presentation.

6. If the present or any succeeding incumbent of the said rectory should at any time hereafter during his incumbency of the said rectory be created a bishop, whereby the right of presentation to the same rectory may devolve to the Crown, then the said (*purchaser*) shall have the first or next turn or right of presentation to the said rectory, after the Crown.

IN WITNESS, &c.

10. CONTRACT *for* SALE, *by a* TENANT IN TAIL, IN REMAINDER, *of the* NEXT PRESENTATION *to a* RECTORY *in the event of the Tenant in Tail being entitled in possession on its falling vacant; with* COVENANT *to* REFUND *the* PURCHASE-MONEY, *in the event of the Tenant in Tail not so becoming entitled,* &c.

ARTICLES OF AGREEMENT made the —— day of ——, 19—, BETWEEN (*tenant in tail*), of the one part, and (*purchaser*), of the other part. WHEREAS the said (*tenant in tail*) is entitled in tail male general to the advowson or right of patronage and presentation of and to the rectory and parish church of ——, in the county of ——, and in the diocese of ——, with the appurtenances, in remainder, expectant on the decease of (*tenant for life*); AND WHEREAS the Rev. (*incumbent*) is the present incumbent of the said rectory and parish church of ——, and is now of the age of —— years or thereabouts. NOW THESE PRESENTS WITNESS, that in consideration of the sum of £—— by the said (*purchaser*) to the said (*tenant in tail*), paid at or before the execution of these presents, the receipt of which sum of £—— he, the said (*tenant in tail*), doth hereby acknowledge, HE, the said (*tenant in tail*), hereby covenants and agrees with the said (*purchaser*), in manner following, that is to say:—

Parties.

Recital of title to advowson as tenant in tail in remainder.

Age of incumbent.

Agreement to sell next presentation in case it falls vacant while vendor's estate is in possession.

1. In the event of the death of the said (*tenant for life*), in the lifetime of the said (*tenant in tail*), and also of the avoidance by death, resignation, cession, deprivation, or otherwise of the said rectory and parish church of ——, in the lifetime of him the said (*tenant in tail*), and after the decease of the said (*tenant for life*), he the said (*tenant in tail*) will sell and assure unto, and at the expense of the said (*purchaser*), the now first and next presentation to the said rectory and parish church of ——, with the appurtenances, for all the now first and next vacation or avoidance of the same.

2. It shall be lawful for the said (*purchaser*), his executors, administrators, or assigns, in the event of the decease of the said (*tenant for life*), in the lifetime of the said (*tenant in tail*), and also of such avoidance as aforesaid of the said rectory in the lifetime of the said (*tenant in tail*), and after the decease of the said (*tenant for life*), by virtue of these presents, and of the convey-

Purchaser may present one of his sons or a stranger, in trust to resign in favour of one of purchaser's sons,

when he shall become competent.

ance to be made pursuant thereto, to present to the said rectory, and to the diocesan of the same, or any person competent in that behalf, when the church shall, by death, resignation, privation, cession, or other means first and next after the date of these presents, happen to be void, any son of him, the said (*purchaser*), who, in the happening of the events, may then be in holy orders, and capable of taking and holding the same; and if the said (*purchaser*) shall not then have any such son who shall so then be in holy orders, and capable of taking and holding as aforesaid, then some other fit and proper person, who shall then be in holy orders, and so capable of taking and holding as aforesaid, on a bond of resignation by such person to vacate the living of the said rectory and parish church in favour of one of two sons of him the said (*purchaser*), in such bond to be specially named and described, who shall thereafter take holy orders, and be capable of holding the same living.

Vendor to deliver abstract;

3. The said (*tenant in tail*) will, at his own expense, make and deliver unto the said (*purchaser*), or his solicitor, an abstract of the title of him the said (*tenant in tail*) to the said advowson, right of patronage, and presentation of and to the said rectory.

to refund purchase-money if the next avoidance does not fall in his time.

In case the decease of the said (*tenant for life*) shall not happen in the lifetime of the said (*tenant in tail*), or in case no such avoidance as aforesaid of the said rectory shall happen in the lifetime of the said (*tenant in tail*), or if such avoidance shall happen in the lifetime of the said (*tenant for life*), or if the said (*tenant for life*) in exercise of his statutory powers in that behalf shall sell the advowson or the next presentation to the said rectory, then and in either of such cases he the said (*tenant in tail*), his heirs, executors, or administrators, shall, within the space of six months next after the decease of the said (*tenant for life*), refund and pay unto the said (*purchaser*), his executors, administrators, and assigns, his said consideration money, or sum of £——, together with interest for the same from the day of the date of these presents, at the rate of £—— per centum per annum, without deduction.

In witness, &c.

11. AGREEMENT *for the* SALE *of a* REVERSIONARY INTEREST *in Stock to the Trustees of a Reversionary Interest Company.*

MEMORANDUM OF AGREEMENT made the —— day of ——, 19—, BETWEEN (*vendor*), of, &c., of the one part, and (*trustee*), of, &c., and (*trustee*), of, &c., of the other part. Parties.

WHEREAS the said (*trustee*) and (*trustee*) are trustees for "the —— Reversionary Interest Company," but enter into this agreement personally, to the intent that they, and not the company, may be bound hereby, and that they the said trustees may be parties to sue and to be sued herein: AND WHEREAS the said (*vendor*) hereby represents that he is absolutely entitled, free from incumbrances, under the will dated the —— day of ——, 19—, and proved in the Principal Registry of the Probate Division on the —— day of ——, 19—, of (*testator*), late of ——, in the county of ——, deceased, in reversion expectant on the decease of (*tenant for life*) to one equal —— part or share of and in the sum of £——, $2\frac{1}{2}$ per cent. Consolidated Stock, and of and in the sum of £—— debenture stock of the —— Railway Company respectively standing in the names of (*trustees of will*) and now constituting or representing the residuary estate of the said (*testator*). NOW THESE PRESENTS WITNESS, and it is hereby agreed as follows:— Recitals.

1. The vendor shall sell to the said company, and the trustees on behalf of the said company shall purchase from the said (*vendor*), the said reversionary one equal —— part or share of and in the said trust premises, free from succession duty and all incumbrances, at or for the price or sum of £——. Agreement for sale and purchase of reversion.

2. The vendor shall also pay all costs, charges and expenses of and attending and relating to the investigation of the title and of and attending and in relation to all deeds, statements and writings requisite for carrying into effect and completing the said sale and purchase.

3. The said trustees shall be entitled to the said reversionary part or share from the date hereof.

4. The vendor shall, within ten days from the date hereof, deliver to the said trustees or to ——, of, &c., their solicitor, an abstract, and within two calendar months from the delivery of such abstract deduce and show a good title to the said reversionary

part or share, and make and execute such assignment or assurance thereof as shall be satisfactory to the said solicitor.

5. If the title and evidence supplied in support thereof shall not be deemed sufficient by the said solicitor, or if the said (*vendor*) shall neglect to procure and deliver to the same solicitor the evidence and information which may be required by him to establish, make out and verify such title, or shall neglect or refuse to execute such assignment or assurance as the same solicitor shall or may require, then the said trustees shall not be any further bound by this agreement. And the said (*vendor*) in that case hereby agrees to pay to the said trustees the full amount of all the reasonable and proper costs, charges, fees and expenses which shall or may be incurred or paid by the said trustees in and about investigating the said title, and considering the sufficiency of the same, and preparing such assignments and assurances for completing the same sale and purchase, or otherwise in relation thereto, in pursuance of these presents.

6. It is hereby expressly agreed that time shall be of the essence of the contract for all the purposes of these presents. And that the death of the said (*tenant for life*) before the said —— day of ——, 19—, shall not affect this agreement.

As witness, &c.

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12. AGREEMENT *for the* Construction *of a* Steamship.

AN AGREEMENT made the —— day of ——, 19—, Between (*shipbuilders*), of, &c., of the one part, and the —— Steamship Company, Limited, having registered offices at ——, of the other part. Whereby it is agreed as follows:—

Interpretation clause.

1. In this agreement the term "the contractors" means the said (*shipbuilders*), and the survivor of them, their or his executors or administrators and assigns; the term "the company" means the said —— Steamship Company, Limited, their successors and assigns; the term "the parties" includes the contractors and the company; the term "the specifications" means the detailed specifications, plans, and drawings marked A., B., C., D., and E., and signed by —— on behalf of the contractors, and by (*company's engineer*), on behalf of the company; and the term "the engineer" includes the said (*company's engineer*), and any other

the consulting engineer for the time being of the company, and any duly qualified deputy-engineer whom the said (*company's engineer*), or other such consulting engineer as aforesaid, shall appoint; And the said (*company's engineer*), and any other consulting engineer for the time being of the company, are accordingly hereby authorised from time to time to appoint and in their discretion to remove a deputy-engineer as and when they shall think proper; Provided always that the secretary of the company shall notify in writing to the contractors the appointment or removal of any such consulting or deputy-engineer as aforesaid not less than —— days thereafter.

Contractors to build and equip steamer.

2. The contractors shall build, equip, and completely finish for, and deliver at the time and place hereinafter mentioned to the company, a steamship, for the purpose of passenger and goods traffic between —— and ——, with proper and suitable engines, machinery, rigging, fittings, and equipment, according to the specifications.

Character of steamship.

3. The said steamship shall be built and equipped in all particulars according to the requirements of the specifications, with such additions, alterations, and omissions only (if any) as may be made in accordance with the stipulations herein contained; and the whole of the materials and workmanship shall be of the best quality and description, and such as are in accordance with Lloyd's Rules, and such as to entitle the said steamship to be classed A —— in Lloyd's Registry.

Steamship, &c. to become forthwith the property of the company (*g*).

4. The said steamship shall, from and after the execution of this agreement, and all the engines, machinery, fittings, and materials intended for the construction or equipment of the said steamship shall, from and after their respective appropriation for such purposes, become and continue to be the absolute property of the company, but shall, until the completion and delivery of the said steamship as aforesaid, be at the risk of the contractors, who shall make good all damage which may happen to the said steamship, engines, machinery, fittings, or materials by fire or other-

(*g*) This clause is intended to take the unfinished ship out of the order and disposition of the contractors in case of their bankruptcy. See *Wood* v. *Bell*, 6 E. & B. 355; *Wood* v. *Russell*, 5 B. & A. 942; *Ex parte Lambton*, L. R. 10 Ch. 405; *McBain* v. *Wallace*, 6 App. Cas. 588. As to how far an unfinished ship is within the Bills of Sale Acts, see *Ex parte Hodgkin*, L. R. 20 Eq. 746.

wise. The contractors shall immediately upon the execution of this agreement [*or, if the work has not been commenced,* so soon as the keel shall have been laid] mark the said steamship as belonging to the company, conspicuously, by painting thereon or affixing thereto, and keeping so painted or affixed, the style or name of the company; and so soon as the said steamship shall have been launched, the company shall be duly registered as the owners thereof.

Drawings, &c. to be submitted to engineer.

5. All drawings, plans, and estimates which shall from time to time be prepared by the contractors for the purposes of the construction and equipment of the said steamship and its appurtenances shall be submitted to the engineer for his approval, and shall not be used unless and until initialled by him in token of such approval.

Work to be done under his supervision.

6. The whole of the work shall be executed under the supervision of the engineer, who shall at all times during the progress of the work have full liberty of access to the said steamship to survey and examine the same and the materials used or intended to be used in the construction and equipment thereof, and to test all such materials as he shall think proper, and to reject such as he shall find not to be in accordance with the specifications or with the stipulations herein contained, and thereupon the contractors shall, at their own expense, remove the materials so rejected and replace the same with others of proper quality.

Trials at sea.

7. The said steamship shall be tried at sea as often as the engineer shall think advisable, and the contractors shall, at their own expense, furnish and supply the crew, and all fuel and other things necessary for such trials, and also pay all expenses of the marine insurance; the engineer and any of the directors of the company and any other persons authorised in writing by the secretary of the company may attend every such trial as aforesaid on board the said steamship, and the steamship shall not be deemed to have been completed, nor shall it be delivered, until the engineer has certified in writing that a final satisfactory trial thereof has taken place.

Extra work, alterations, &c.

8. If the company or the engineer shall desire to make any addition, or alteration to, or omission from the works hereby agreed to be executed, or to have any extra work executed thereon or in relation thereto, notice of such addition, alteration, omission, or extra work, together with instructions for the execution of the

works in accordance therewith, shall be given to the contractors in writing, signed by the engineer, and thereupon the contractors shall execute the works in accordance with such notice and instructions, and upon terms as to prices and otherwise to be mutually agreed upon between the parties in writing: PROVIDED ALWAYS, that the contractors shall not be deemed to have any authority to make any such addition, alteration, or omission as aforesaid, nor to make any claim or demand for the value thereof, or otherwise in regard to the same, until such notice and instructions shall have been received by them as aforesaid.

Contract not to be assigned.

9. The contractors shall not, without the previous consent in writing of the engineer, make any sub-contract with regard to the work hereby agreed to be done, nor assign nor sublet this contract or any part thereof.

Provision in case of bankruptcy or default of contractors.

10. If at any time before the completion of the said steamship the contractors shall become bankrupt, or enter into any arrangements for composition with their creditors, or shall make default in building, equipping, or completing the said steamship in accordance with the stipulations herein contained, or shall in the opinion of the engineer be guilty of any unreasonable delay in carrying out the works hereby agreed to be executed, then and in any such case it shall be lawful for the company to enter into and upon the building yard of the contractors, and to take possession of the said steamship in its then state, and of all engines, machinery, fittings, and materials intended and appropriated for the purposes of the same, and either themselves to complete, or employ any other person or persons whom they shall think fit to complete, the said steamship; or at their option, and in their absolute discretion, to sell the said steamship, engines, machinery, fittings, and materials, and to apply the proceeds of such sale in or towards repayment of all sums paid by the company to the contractors under or by virtue of their agreement, and of all expenses and losses incurred by the company by reason of such bankruptcy, insolvency, default, or delay as aforesaid or otherwise in relation to the said steamship: PROVIDED ALWAYS, that the company shall be entitled to claim, or prove in bankruptcy or otherwise, for damages for any loss or injury so incurred by them as aforesaid, and which shall not be covered by the proceeds of any such sale as aforesaid (*h*).

(*h*) The rights of the company under this clause will not be defeated

Delivery of steamship to the company.

11. The contractors shall deliver to the company the said steamship complete for sea in all respects as aforesaid, according to the said specifications, afloat and safely moored at ——, and classed at Lloyd's as aforesaid, on or before the —— day of ——, 19—; or otherwise the said contractors shall pay to the company the sum of £—— by way of liquidated damages, and not of penalty, for each and every day after the said —— day of ——, during which the said steamship shall remain not delivered as aforesaid.

Extension of time.

12. The contractors shall not be entitled to any extension of the time mentioned in the 11th article of this agreement by reason of any addition or alteration or extra work whatsoever, unless a certificate by the engineer shall be included in or appended to such notice and instructions as aforesaid extending the time for the completion and delivery of the said steamship, and in such case the time shall be extended only till such date as is mentioned in such certificate.

Payment.

13. The price and consideration for the said steamship to be built, equipped, completed, and delivered according to the stipulations herein contained shall be the sum of £——, and shall be paid by the company to the contractors at the times and in manner following, that is to say:—one instalment or sum of £—— upon the execution of this agreement; a further instalment or sum of £—— so soon as the engineer shall have given his certificate in writing that the said steamship is in frame, and that the work up to that point has been executed in accordance with the stipulations herein contained, and to his satisfaction in all respects; a further instalment or sum of £—— so soon as the engineer shall have given his certificate in writing that the plating is complete, the deck laid, and the engines and machinery on board, and that the work up to that point has been executed in accordance with the stipulations herein contained, and to his satisfaction in all respects, and the last instalment or balance of £—— when the engineer shall have given his certificate in writing that the said steamship has been safely launched and classed at Lloyd's as aforesaid, and has been finally tried at sea to his entire satisfaction, in accordance with the stipulations herein contained and the said specifi-

by the bankruptcy of the contractors. See *Ex parte Newitt, In re Garrud* (1880), 16 Ch. D. 522; *In re Keen, Ex parte Collins,* (1902) 1 K. B. 555.

cations, and that the said steamship is built and equipped and completed in respect of materials and work and in all other respects to the satisfaction of the engineer, and the said contractors shall have delivered the said steamship afloat and safely moored at —— aforesaid.

14. If any dispute shall arise between the contractors and the company touching anything contained in this agreement or in the specifications, or in any way touching the building, equipping, furnishing, completing or delivery of the said steamship, the same shall be referred to the engineer [*or*, to a competent engineer, to be agreed upon between the parties, or in case of difference to be nominated by the president for the time being of the Institute of Civil Engineers], whose decision shall be final. Arbitration clause.

Copy of Specifications, &c.

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13. AGREEMENT *for a* Loan.

AN AGREEMENT made the —— day of ——, 19—, Between (*borrower*), of, &c. (hereinafter called the borrower), of the one part, and the —— Assurance Society (hereinafter called the lenders), of the other part. Whereas the borrower is absolutely entitled in fee simple in possession to certain freehold and copyhold houses, lands, and premises more particularly described in the schedule hereto annexed, the estimated value of each separate property being also therein stated; And whereas such properties are subject to various family and other charges; And whereas the said —— is desirous of paying off such charges, and for such purpose and his other occasion has applied to the lenders to lend him (through their trustees) the sum of £——, upon the security of an absolute mortgage or mortgages of the said properties respectively, which the lenders have consented to do on the following conditions. NOW THESE PRESENTS WITNESS and it is hereby agreed as follows:— Parties. Recitals of seisin of borrower; subject to charges; of application for loan.

1. The lenders shall, subject as hereinafter mentioned, advance the sum of £—— on mortgage at £—— per cent. interest, payable half-yearly, with a proviso for reduction to £—— per cent. on payment within —— month of the respective payments becoming due. The advance to be for a term of not less than —— years, Agreement for advance.

provided the interest shall be regularly paid as aforesaid and upon the security aforesaid.

2. The mortgage shall contain covenants by the borrower for payment of the principal money and interest, and such other covenants, powers and provisions as the lenders shall reasonably require for effectually securing the repayment of the same respectively. The mortgage shall also contain a covenant on the part of the borrower to insure and keep insured all buildings in the —— Fire Office, but the present policies are to be allowed to run out.

Insurance.

Valuation of security.

3. The estimated selling value of the property shall be ascertained, and reported on by a competent surveyor to be appointed on behalf of the lenders, at the expense of the borrower, and the advance shall be made only in the event of such surveyor reporting that the aggregate selling value of the property is at least the amount so estimated as aforesaid by the borrower, that is to say, £——. Provided that in the event of the surveyor reporting that the property is not worth the estimated value aforesaid, the charges of the said surveyor to be paid by the borrower shall not exceed the sum of £——; and in the event of the report being favourable, and the advance being completed, the charges of the said surveyor shall not exceed the sum of £——.

Delivery of abstracts.

4. The borrower shall forthwith deliver to the solicitor of the lenders abstracts of title to the several properties, and shall produce evidence of the same to the satisfaction of the counsel of the lenders.

Expenses of investigation of title.

5. The expenses of and preparatory to this agreement, and of such examination and verification, together with counsel's fees and incidental expenses, shall be borne by the borrower, together with the costs of the mortgage or mortgages, and shall be deducted from the amount to be advanced.

Costs, in case loan should not be made, or required.

6. In the event of the report of the surveyor not being favourable, or if from any other cause whatever, not being the wilful default of the lenders, the advance should not be made or required, the borrower will pay to the lenders all the reasonable costs and expenses of their solicitor in reference thereto to the date of the negotiations being completely broken off.

As witness, &c.

The Schedule above Referred to.

14. AGREEMENT *for* Deposit *of* Goods *as* Security *for a* Loan.

THIS AGREEMENT made the —— day of ——, Between A. of the one part, and B. of the other part, Whereby it is agreed that the goods mentioned in the inventory annexed hereto are deposited with the said —— as a security for the repayment of £—— and interest thereon on the —— day of ——, and if the said repayment is not made on the date above specified, the said —— may, after —— days' notice in writing of his intention so to do, sell the said goods at any time and in any manner he thinks best, and out of the proceeds thereof after paying all expenses of and incidental to such sale, retain the sum of £——, and all interest due thereon, paying the residue thereof (if any) to the said ——.

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15. AGREEMENT *for* Letting Chattels *on* Hire (*i*).

THIS AGREEMENT made the —— day of ——, Between A., of the one part, and B., of the other part, Whereby it is agreed as follows:—

1. The said A. shall let to the said B. the reaping machine [*or*, the horse or horses, as the case may be; *or*, the furniture, fixtures, goods, and effects set forth in the schedule hereto annexed] now in and upon the premises known as ——, at ——, at the rent of £—— per calendar month, and so in proportion for any less period than a month, to be paid by the said B. to the said A. on the —— day of each month, and the first payment to be made on the —— day of —— next [*or*, instant, *as the case may be*].

2. The said B. agrees during the said letting to keep the said [effects] in a good and perfect condition in every respect, and insured against fire to their full value in the —— office [and when required to produce to the said A. the receipt for the last premium thereon], and also to replace whatever may be broken, damaged, or

(*i*) Care must be taken that the Bills of Sale Acts are not infringed, for an agreement for the hire of goods which is merely a device for securing a debt will be void, but not so an agreement containing a licence to retake the goods which are not the property of the hirer until all instalments are paid. Similarly an authority to take possession of goods as security for a debt is within the definition of a bill of sale.

destroyed, with other articles or article of equal value, and not to remove the said [effects], or any part thereof, from the said house and premises, nor to underlet, lend, or part with the possession of the same, or any part thereof, without the previous written consent of A.:

Provided always, that the said A. may at any time, without giving previous notice to the said B., put an end to the said letting, and may thereupon enter the premises, or any part thereof, and remove and carry away the said [effects].

In witness, &c.

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16. AGREEMENT *for* Working Quarry.

THIS AGREEMENT made the —— day of ——, Between A., of, &c., owner, and B., of, &c., contractor, Whereby it is mutually agreed that the contractor shall get stone from the quarry now open on —— farm on the terms following:—

1. The contractor shall, at his own expense—
   (a) Get and cord building stone and [limestone] from the said quarry for the use of the owner;
   (b) Remove the whole of the stone from one pit before opening another;
   (c) Fill in every pit as soon as stone in it is exhausted [or sooner, if requested by the owner], and replace top mould so as to render it as fit as circumstances will permit for agricultural purposes;
   (d) Securely fence round the top of any pit now open or hereafter opened under this agreement.

2. The owner shall pay to the contractor the sum of —— shillings per cubic yard for getting and cording building stone, and the sum of —— shillings per cubic yard for getting and cording [limestone].

3. The contractor shall cord the stone at the option of the owner and as he shall from time to time direct, either at the mouth of the quarry or at —— on the highway, but in the latter case the owner shall cart the stone from the quarry to —— on the highway at his own expense.

4. The contractor shall receive a weekly payment on account in proportion to the work actually done, but not to exceed £—— a

week for each man employed. Such payments shall be brought into account when the corded stone is measured, and the balance (if any) be paid by either party to the other party, as the case may be. Either party may determine this agreement by a fortnight's notice in writing given to the other party.

In witness, &c.

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17. AGREEMENT *for* Engagement *of an* Understudy *at a Theatre.*

THIS AGREEMENT made the —— day of ——, Between A. B. and C. D., of, &c. (hereinafter called the managers), and Miss E. F. (hereinafter called the artiste), Whereby the managers engage the said artiste for the run of the play to follow "——" at the —— Theatre, to understudy Miss G. H., commencing on or about the —— day of ——; and the said managers agree to pay weekly to the said artiste the sum of £—— inclusive, and an extra salary of £—— per performance for every performance that the said artiste shall play Miss G. H.'s part, that is, for such days and nights only as the theatre in which the artiste is playing is open for theatrical performances under the management of the managers. All dresses provided by the management. And the said artiste agrees to perform to the best of her ability upon the above conditions. The rehearsals prior to and during the continuance of this engagement to be given free. And the said artiste agrees not to appear at any place of public entertainment at any time during her engagement by the said managers without the written consent of the said managers or their representatives, and further agrees to read and conform to the rules and regulations governing the said —— Theatre (*k*).

(*k*) This contract imposes on the understudy the obligation, but does not give her the right, to play the principal's part in the principal's absence (*Newman* v. *A. & S. Gatti*, 24 T. L. R. 18).

18. AGREEMENT *for the* ADOPTION *of a Child.*

Parties.

THIS INDENTURE made the —— day of ——, 19—, BETWEEN A. B., of ——, in the State of Victoria, in the Commonwealth of Australia, of the one part, and C. D., of, &c., and E. D., his wife, of the other part. WHEREAS in the year 19—, the said A. B., being then in embarrassed circumstances, departed from England intending to reside in Australia, and left his two daughters, F. B. and G. B., now aged seven and five years or thereabouts, respectively, in the care of the said C. D. and E. D., and the said children have ever since that time continued to reside with, and have been maintained and educated by the said C. D. and E. D.: AND WHEREAS the said A. B. has no present intention of returning to England, and cannot now afford to give to his said children such maintenance and education befitting their station in life as they have hitherto enjoyed: AND WHEREAS the said C. D. and E. D. are willing to adopt the said children, in manner hereinafter appearing, and subject to the conditions hereinafter contained, and on the part of the said A. B. to be observed. NOW THIS INDENTURE WITNESSETH that it is hereby agreed and declared, and the said A. B., so far as relates to the acts and stipulations on his part to be observed and performed, hereby covenants with the said C. D. and E. D., and each of them, the said C. D. and E. D., so far as relates to the acts and stipulations on his and her part to be performed and observed, covenants with the said A. B. as follows, that is to say:

Agreements and covenants for adoption, maintenance, &c.

1. The said C. D. and E. D. shall adopt the said F. B. and G. B., and shall, until the said F. B. and G. B. shall respectively attain the age of twenty-one years or marry under that age, maintain, board, lodge, clothe, and educate them in a manner suitable to their station, as if they were the lawful children of the said C. D. and E. D., and shall at the cost of the said C. D. and E. D., and of the survivor of them, provide the said children with all necessaries, and discharge all the debts and liabilities, if any, which the said F. B. and G. B. or either of them may incur for necessaries, and indemnify A. B. against all actions, claims and demands in respect thereof.

Appointment of guardians.

2. The said A. B. hereby nominates and appoints the said C. D. and E. D., during their lives, and after their respective deaths, the person or persons to be nominated in that behalf as is

hereinafter mentioned, to be the guardians of the persons and estates of the said F. B. and G. B. until they shall attain the age of twenty-one years, or until they shall marry under that age, respectively.

Covenant not to revoke appointment.

3. The said A. B. shall not nor will revoke the appointment hereby expressed to be made, and will not by deed, will, or otherwise (except as herein is otherwise provided) appoint or apply for the appointment of any other person or persons except the said C. D. and E. D. to be guardian or guardians of the said F. B. and G. B. or either of them or their respective estates.

Surviving guardian may nominate successor.

4. In case of the death of either of them, the said C. D. and E. D., before the said F. B. and G. B. shall attain twenty-one years of age, or marry under that age respectively, or before the sooner determination of this agreement as is hereinafter provided, it shall be lawful for the survivor of them, the said C. D. and E. D., by deed or will to nominate and appoint any person or persons, as from and after the decease of such survivor, to be guardian or guardians of the said F. B. and G. B., or either of them. And in that event the said A. B. shall and will execute and do all such assurances, acts and things as shall be reasonably required by the survivor of them, the said C. D. and E. D., or of the person or persons so nominated by him or her as aforesaid, for the purpose of confirming such nomination and more effectually appointing the persons or person so nominated to be the guardian or guardians of the persons and effects of the said F. B. and G. B. respectively.

Father not to interfere in education of the children (*l*).

5. The said C. D. and E. D., and the survivor of them, and after the death of such survivor, the person or persons to be nominated by him or her as aforesaid, performing and observing the stipulations herein contained, shall retain and have the custody, care and guardianship of the said F. B. and G. B. until they shall attain the age of twenty-one years, or marry under that age respectively, to the exclusion of the said A. B. and of any testamentary or other guardian appointed by him, and of all other persons claiming under him. And the said A. B. shall not himself, nor shall any other such guardian as aforesaid, or any person or persons claiming under him, or acting under, by, or with his

(*l*) This provision is of doubtful efficacy so far as concerns the abandonment of the right to interfere in the religious education of the children.

authority, consent or privity, at any time or in any manner interfere with the training or management of the said children or either of them, or with their or her moral, intellectual or religious education or instruction, but the said A. B. and all other such guardians and persons as aforesaid shall permit and suffer the said C. D. and E. D. and the survivor of them, and after the death of such survivor, the person or persons to be nominated as aforesaid, to bring up the said F. B. and G. B. until they should attain the age of twenty-one years, or marry under that age, at such places of residence, under the care of such persons, and in such form of religion, and generally in such manner as they, he or she shall think proper.

On breach by the father of the stipulations, the agreement to be voidable by adoptors.

6. If the said A. B., or any guardian appointed by him, or any person or persons claiming under him or acting under, by or with his authority, consent or privity, shall at any time reclaim or demand the custody of the said F. B. and G. B., or either of them, or shall interfere with their or her training, management, education or instruction, or if the said A. B. shall not perform and observe all and every of the stipulations herein contained and on his part to be performed and observed, then and in any such case it shall be lawful for the said C. D. and E. D., and the survivor of them, and after the decease of such survivor the person or persons to be nominated as aforesaid, by notice in writing under their, his, or her hands or hand, and addressed either to the said A. B. or to the guardian or other person setting up such claim or demand, or so interfering as aforesaid, to put an end to the agreement hereby expressed to be made, and thereupon the same shall absolutely cease and determine: PROVIDED ALWAYS that in such event the said A. B. or his estate shall be liable to pay and satisfy all debts and liabilities incurred by or in anywise for the benefit of the said F. B. and G. B., or either of them, which at the time of such cesser of this agreement shall not have been paid and satisfied.

IN WITNESS, &c.

19. FAMILY ARRANGEMENT (*m*).

(*To give effect to intended will not executed.*)

THIS AGREEMENT made, &c., dated, &c.

Whereas H., late of ——, died on —— intestate, leaving [A., B., C. and D., his children and only next of kin, all of whom are *sui juris*] him surviving, of whom A. is the eldest son and heir-at-law of H. And whereas H. died intestate, but before his death had prepared a draft will which he had never signed. And whereas the draft marked L., this day signed by all the parties hereto, is admitted by them to contain the intended testamentary dispositions of H., and all the parties hereto are desirous to deal with and dispose of all the real and personal estate of H. in the same manner as the same would respectively have been dealt with and disposed of had H. duly made his will. NOW THIS INDENTURE WITNESSETH that in consideration of the premises, and by way of family arrangement, and to settle all disputes, it is mutually agreed and declared as follows:—

1. All the real and personal estate of the said H. shall be disposed of, dealt with, and divided in accordance with the terms of the said document marked L.

2. All and every of the parties hereto and their respective heirs, executors, administrators, and assigns shall execute all such deeds and documents, and do all such acts as may be necessary or expedient to give complete effect to this agreement.

3. None of the said parties, or his or her heirs, executors, administrators or assigns shall as next of kin, heir-at-law, or in any other character bring any action or take any proceeding against any other party hereto, his or her heirs, executors, administrators or assigns in reference to any part of the real or personal estate of the said H. other than to enforce these presents.

4. The said A. shall obtain letters of administration to the personal estate and effects of the said H., but shall administer and

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(*m*) If any of the parties are not *sui juris*, *e.g.*, infants or married women, whose settlements contain covenants to settle after-acquired property, the consent of the Court must be sought to make the deed binding on them.

NOTE.—Instruments of this character should be under seal. Note also, they may be usefully adopted where there has been a will, and all parties are not satisfied but are willing to come to terms to avoid any litigation.

deal with such estate as a trustee in accordance with the terms of this agreement.

5. All costs and expenses of and incidental to the carrying into complete effect of this agreement shall be paid out of the personal estate of the said H.

In witness, &c.

AGRICULTURAL HOLDINGS.

1. AUTHORITY *of* Agent *to act under the Act.*

I, A. B., of —— (*name and address of landlord or tenant, as the case may be*), hereby appoint C. D., of ——, to act for me under the Agricultural Holdings Act, 1908 (*a*), generally [*or*] for the special purpose of [*e.g.*] consenting on my behalf to the execution by my tenants of improvements mentioned in the first part of the first schedule of the said Act, [*or*] to the execution of the improvement denominated [*e.g.*] "laying down of permanent pasture."

Address ——. A. B.

Date ——.

2. APPLICATION *for* Landlord's Consent *to* Improvement *in Part* 1 *of Schedule I.*

I BEG to inform you that I propose to execute upon (*describe holding*), in the parish of ——, the following improvement, that is to say:—

"Laying down of permanent pasture" (*or other improvement in Part* 1 *of Schedule I., as the case may be*) to the extent of —— acres:

And I hereby request your consent in writing to such improvement.

Address ——. A. B.

Date ——.

To C. D. (*name and address of landlord*).

(*a*) As to service of notices, see sect. 45 of the Act of 1908.

3. CONSENT *by* LANDLORD *to the making of an* IMPROVEMENT *mentioned in Schedule I., Part* 1.

To C. D. (*tenant*).

I, A. B. (*landlord*), hereby consent to the erection by you in a substantial and workmanlike manner of a brick cowhouse (*or making any other improvement, as the case may be*) on the farm of, &c., now occupied by you as my tenant.

Dated ——. (*Signed*) A. B.

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4. CONSENT *by* AGENT *to the same upon* TERMS.

To C. D. (*tenant*).

I, E. F., the duly authorized agent of A. B. (*landlord*), in that behalf, hereby consent on behalf of the said A. B. to your making a road between —— and ——, on the farm of, &c., now occupied by you as his tenant, upon the terms that such road shall be in accordance with the plan and specification submitted to me and annexed hereto, and that you shall only be entitled to claim as compensation under the Agricultural Holdings Act, 1908, for the making of such road the cost of materials to be carted free of charge by you, and one-half the cost of labour employed thereon.

Dated ——. (*Signed*) E. F. for A. B.

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5. CONSENT *by* LANDLORD *to the laying down of a* FIELD *in* PERMANENT PASTURE *by a* YEARLY TENANT, *and* AGREEMENT *as to* COMPENSATION.

AN AGREEMENT entered into the —— day of ——, BETWEEN A. B. (*landlord*), of, &c., of the one part, and C. D. (*tenant*), of, &c., of the other part.

The said A. B. hereby consents to the laying down in permanent pasture by the said C. D. of the arable field known as Whiteacre, now occupied by the said C. D. as tenant of the said A. B., upon the terms following (that is to say):—

1. The said C. D. hereby agrees to execute the above-mentioned improvement within one year from the date of this agreement in a proper and husbandlike manner. (*Specify, if thought*

desirable, the cleaning to be done, the proportion of various grass and clover seeds to be sown, and other particulars.)

2. If the said C. D. shall execute the said improvement within such year as aforesaid, the said A. B., or the incoming tenant who may succeed the said C. D. in the occupation of Whiteacre, will pay to the said C. D. such sums as may be shown by production of vouchers and labour-book to have been expended by the said C. D. in purchasing grass seeds from Messrs. ——, seedsmen, for such laying down in pasture as aforesaid, and in labour employed for the same purpose, not exceeding £—— per acre for cost of seeds, and £—— per acre for labour. PROVIDED ALWAYS that the total sum payable under this agreement shall be subject to a deduction of —— per cent. for each year or part of a year during which the said C. D. shall continue in occupation of Whiteacre after the 29th day of September, 19—, and so that after the expiration of —— years from the 29th day of September, 19—, no compensation shall be payable to the said C. D. in respect of the said improvement.

3. The said field shall not be mown before the —— day of ——, 19—. (*State any provisions for treatment and manuring of the field, &c., after it is laid down which may be thought desirable.*)

4. IT IS HEREBY AGREED that the compensation hereby provided shall be substituted for and in lieu of any compensation which might otherwise be payable in respect of the said improvement under the Agricultural Holdings Act, 1908.

AS WITNESS, the hands of the parties hereto. (Signed) A. B.
C. D.

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6. NOTICE *by* TENANT *of intention to execute an* IMPROVEMENT *mentioned in Schedule I., Part 2.*

To A. B. (*landlord*).

I, C. D. (*tenant*), hereby give you notice of my intention after two months and not more than three months from the date of this notice to begin to drain and to drain the field known as Whiteacre, and I propose to execute such drainage in the manner specified in the schedule hereto.

Dated ——. (*Signed*) C. D.

SCHEDULE.

The drains to be laid at a depth of 3 feet with $2\frac{1}{2}$-inch pipes, at intervals of 30 feet, the main drains to be laid with 6-inch pipes and to discharge into the ditch on the south side of the above field, as shown on the plan annexed hereto (*or as the case may be*).

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7. AGREEMENT *as to* TERMS *of* COMPENSATION *for an* IMPROVEMENT *mentioned in Schedule I., Part 2, to be paid to a* TENANT *holding under a* LEASE.

AN AGREEMENT entered into the —— day of ——, BETWEEN A. B. (*landlord*), of, &c., of the one part, and C. D. (*tenant*), of, &c., farmer, of the other part. IT IS HEREBY AGREED between the parties hereto as follows:—

1. The said C. D. will within one year from the date of this agreement under-drain in a proper and husbandlike manner, and in the manner specified in the schedule hereto, and as shown in the plan annexed hereto, the field known as Whiteacre now occupied by the said C. D. as tenant under a lease dated ——.

2. The said A. B. or the incoming tenant will pay to the said C. D., on his giving up occupation of his farm on the determination of the said lease, one ——th of the cost of pipes and of labour employed, not exceeding ——*s.* per rod, in under-draining the said field (such cost to be proved by production of invoices and receipts).

3. The compensation payable under this agreement shall be substituted for and in lieu of any compensation which might otherwise be payable under the Agricultural Holdings Act, 1908, in respect of such drainage.

AS WITNESS, &c.

SCHEDULE.

(*To contain particulars of the work to be executed.*)

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8. CLAUSE *to be inserted in* AGREEMENT *or* LEASE *dispensing with* NOTICE *and fixing the* TERMS *of* COMPENSATION *for an* IMPROVEMENT *mentioned in Schedule I., Part 2.*

IT IS HEREBY AGREED between the parties hereto that the tenant may under-drain any of the fields Nd. —— in the Schedule to this agreement [*or*, lease], and that the landlord or the incoming tenant will, on the tenant's quitting his holding on the determination of his tenancy, compensate him for his outlay in pipes and labour on any such under-draining done by him upon the said land, by payment according to the following scale:—

For draining done within 5 years previous to the determination of the tenancy.	The full amount of the outlay as certified.
For ditto within 6 years	90 per cent. of such outlay.
For ditto within 7 years	80 per cent. of ditto.

(*And so on.*)

PROVIDED ALWAYS that in order to entitle the tenant to payment the outlay shall be approved and certified in writing by the landlord by his signature in the schedule hereto annexed (to be affixed on the Lady Day next following such outlay) and the landlord hereby agrees to affix his signature upon due proof of the said outlay.

AND IT IS HEREBY FURTHER AGREED that no notice of his intention to drain need be given by the tenant under sect. 3 of the Agricultural Holdings Act, 1908, and that the compensation payable under this agreement [*or*, lease] shall be substituted for and in lieu of compensation under the said Act.

THE SCHEDULE ABOVE REFERRED TO.

Particulars and Date of Completion of Work.	Labour.			Pipes.			Total.			Signature.
	£	s.	d.	£	s.	d.	£	s.	d.	

9. AGREEMENT *to be inserted in* AGREEMENT *or* LEASE *securing* COMPENSATION *for an* IMPROVEMENT *mentioned in Schedule I., Part* 3 (*b*).

IT IS HEREBY AGREED between the parties hereto that if the tenant shall during the continuance of the tenancy created by this agreement [*or*, lease] lime or chalk any of the land hereby let to him [*or*, execute any of the improvements numbered 18 to 22 in Schedule I., Part 3], the landlord will, on his quitting his holding on the determination of the said tenancy, pay to the tenant the sum laid out by him in such liming or chalking (including the cost of carting and spreading, at the rate of ——*s.* per acre), with a deduction of one-seventh for each year that his tenancy continues after the year of tenancy in which the outlay is made, and such compensation shall be deemed to be substituted for compensation under the Agricultural Holdings Act, 1908, and shall in case of dispute as to amount be ascertained by arbitration in accordance with the provisions of the said Act.

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10. AGREEMENT *for* COMPENSATION *for* CONSUMPTION *of* CAKE.

IT IS HEREBY AGREED that the landlord will pay to the tenant on his quitting his holding at the determination of the tenancy hereby created, one-third of the actual cost of every ton of best linseed or decorticated cotton cake (*c*) consumed by his

(*b*) The compensation provided by agreement for an improvement in Part 3 of Schedule I. must be "fair and reasonable." The form provides such compensation as was made payable by the Act of 1875, which it is submitted would be held fair and reasonable.

(*c*) See the Fertilisers and Feeding Stuffs Act, 1906, which requires vendors of artificial food to give the purchaser an invoice stating the name of the article, and, in the case of any article artificially prepared otherwise than being mixed, broken, ground, or chopped, what are the respective percentages (if any) of oil and albuminoids contained in the article, which is to have the effect of a warranty as to the facts so stated. On the sale of any article for use as food for cattle or poultry, there will be implied a warranty by the seller that the article is suitable to be used as such.

cattle or sheep upon the land hereby let to him during the year of tenancy immediately preceding such determination and one-sixth of the actual cost of every ton of such cake so consumed during the last year of tenancy but one, provided that an account verified by the production of approved receipts, and if required by statutory declaration of such expenditure, be supplied to the landlord or his agent at the end of each year, and compensation under this agreement shall be deemed to be substituted for compensation under the Agricultural Holdings Act, 1908. PROVIDED ALWAYS that the tenant shall not be entitled to compensation under this agreement for any larger consumption during the last year of his tenancy than the average amount of his consumption during the three next preceding years of his tenancy or other less number of years for which the tenancy may have endured. AND there shall be deducted from the compensation to be paid to the tenant the full equivalent manurial value of the manure that would have been produced by the consumption on the holding of any hay, straw, root or green crops sold off the holding within the last two years of the tenancy or other less time for which the tenancy has endured (such value to be computed at ——*s.* for every load of hay, ——*s.* for every load of straw, and ——*s.* for every ton of roots), except so far as a proper return of manure to the holding has been made in respect of such produce sold off.

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11. AGREEMENT *to be inserted in* AGREEMENT *or* LEASE *for* COMPENSATION *for several* IMPROVEMENTS *mentioned in Schedule I., Part* 3.

THE TENANT, on quitting the holding at the expiration of the tenancy, shall be allowed compensation for improvements mentioned in the third part of the First Schedule to the Agricultural Holdings Act, 1908, at the rates hereinafter mentioned, in lieu of compensation under the Act, except in so far as such improvements were made for the purpose of making provision to protect the holding from injury or deterioration in consequence of the exercise by the tenant of his rights of freedom of cropping and disposal of produce under sect. 26 of the said Act.

Improvement.	Compensation.
For boning with undissolved bones (not less than $\frac{1}{4}$ inch) or application of basic slag on regularly grazed pasture land.	Upon a seven years' principle.
For ditto on mown meadow land.	Upon a three years' principle.
For chalking	Upon a twelve years' principle, but the entire cost to be allowed for the first two years, and after that one-tenth to be deducted yearly for the remaining ten years.
For liming land (not gas lime).	Upon a five years' principle.
Purchased artificial or other manures (other than basic slag).	The whole cost of such purchased manure (of approved manurial value) if used with root crops during the summer of the last year. Half the cost if the root crop is consumed on the farm. Nothing if used with a corn or other exhausting crop. Half the cost if used in the last year on regularly fed pasture land. Nothing on land which has been mown.
Cake, corn, or other feeding stuffs consumed on the holding by cattle, sheep, pigs, or horses (other than those regularly employed on the holding) the manure made thereby not having been used for a corn or other exhausting crop.	One-third of the cost or (if produced on the holding) market value thereof if consumed during the last year of the tenancy, and one-sixth of such cost or market value if consumed during the preceding year of the tenancy; but where consumed by milch cows, one-sixth or one-twelfth of such cost or market value only, and in estimating the amount of compensation no larger outlay shall be taken into account than the average expenditure of the three preceding years.

Provided always, that no allowance or compensation shall be made to the tenant under the agreement hereinbefore contained, except upon the production of the invoices and receipts, with such other evidence as to the production, application, or consumption as may be satisfactory, for the items in respect of which any allowance or compensation may be claimed; And, further, unless the tenant, if the landlord so requires, from time to time furnishes the landlord with samples from the bulk of all cake or other feeding stuff, and all artificial manures purchased for consumption or application on the holding.

12. AGREEMENT *for* Compensation *for* Strawberry Plants *and* Fruit Bushes.

THE TENANT on quitting the holding at the expiration of the tenancy shall be allowed compensation, as hereinafter provided, for all lands planted with strawberries or fruit bushes [with the landlord's previous consent in writing] in lieu of compensation under the Agricultural Holdings Act, 1908, provided that whilst so planted the land shall have been well manured once at least in every two years with twenty-five cartloads of dung or other approved manure per acre, and provided also that the strawberry plants and fruit bushes shall have been properly tended, cleaned, and managed, it being hereby agreed that the sum of £20 per acre shall be taken to be the cost of bringing into cultivation and planting (including the cost of plants and bushes), and that the rate of compensation shall be as follows:—

	For Strawberries.	For Fruit Bushes.
If payable during the year of planting from Michaelmas to Michaelmas.	The whole cost of planting and plants.	The whole cost of planting and plants.
If payable during the first year after planting.	Four-fifths of the whole cost.	Ditto.
If payable during the second year after planting.	Three-fifths of the whole cost.	Four-fifths of the whole cost.
If payable during the third year after planting.	Two-fifths of the whole cost.	Three-fifths of the whole cost.
If payable during the fourth year after planting.	Nil.	Two-fifths of the whole cost.
Afterwards	Nil.	The cost of the plants only.

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13. NOTICE *to* Landlord *of intention to remove* Fixture *or* Building (*d*).

To A. B. (*landlord*).

Take Notice that I intend, after one month from this day, to remove the milk-cooling apparatus erected by me on the farm of, &c., now held by me as your tenant.

Dated ——.

(*Signed*) C. D.

(*d*) This notice must be given at least one month before the removal.

14. AGREEMENT *making* HALF *a* YEAR'S NOTICE *to* QUIT *sufficient*.

IT IS HEREBY AGREED BETWEEN A. B. (*landlord*) and C. D. (*tenant*) that the 22nd section of the Agricultural Holdings Act, 1908, shall not apply to the tenancy subsisting between them, and that half a year's notice to quit, expiring with a year of tenancy, shall be necessary and sufficient for the determination of the said tenancy.

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15. NOTICE *to* TENANT *to* QUIT PART *of his* HOLDING.

To C. D. (*tenant*).

I HEREBY GIVE YOU NOTICE to quit the field of Whiteacre (being part of the land now held by you as my tenant) on the —— day of ——, 19—, and require you to deliver up possession of the same field to me on that day, as I intend to resume possession of the said field for the purpose of planting of trees (*or any other improvement mentioned in sect.* 23), and I hereby offer to reduce your rent by the sum of £—— from the day above mentioned on account of the resumption by me of the said field.

Dated ——.

(*Signed*) A. B.

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16. NOTICE *by* TENANT *accepting* NOTICE *to* QUIT PART *of* HOLDING *as* NOTICE *for the entire* HOLDING.

To A. B. (*landlord*).

I HAVE RECEIVED YOUR NOTICE to me, dated the —— day of ——, to quit Whiteacre on the —— day of ——, 19—, and I hereby give you notice that I accept the said notice from you as a notice to quit the whole of the farm of, &c., now held by me as your tenant, and I intend to deliver up possession of the same farm on the said —— day of ——, 19—.

Dated ——.

(*Signed*) C. D.

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17. CLAUSE *to be inserted in* LEASE *of* MARKET GARDEN *to avoid* LIABILITY *to compensate for* FRUIT TREES *and* FRUIT BUSHES.

IT IS HEREBY AGREED that such part only of the premises hereby demised as shall, at the determination of the tenancy hereby created, be planted with strawberry plants, asparagus, rhubarb, or other vegetable crops which continue productive for two or more years (without fruit trees or fruit bushes), is let and shall be treated as a market garden, to the intent that the tenant may be entitled, at the determination of the tenancy, on quitting his holding, to obtain from the landlord compensation in respect of such part only of the said premises under the provisions of the Agricultural Holdings Act, 1908, s. 42.

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18. CLAUSE *allowing removal of permanent* MARKET GARDEN CROPS, *but negativing right to treat as a* MARKET GARDEN.

ANY asparagus, rhubarb, or other perennial crop, or any fruit bushes planted by the tenant, may be removed by the tenant at or before the termination of the tenancy, he making good and replacing the surface soil disturbed by such removal: PROVIDED ALWAYS that the landlord or his incoming tenant may elect by notice in writing, not less than one month before the termination of the tenancy, to take any such plants or bushes by valuation; PROVIDED ALSO, and it is hereby agreed and declared, that nothing herein contained shall be deemed to be a consent by the landlord within the meaning of the Agricultural Holdings Act, 1908, to an improvement by the making of any garden or the planting of any orchard or fruit bushes, or to an agreement by the landlord that the holding, or any part thereof, shall be let or treated as a market garden.

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19. CLAUSE *prescribing* SYSTEM *of* CULTIVATION *of* ARABLE LAND *enforceable only in last* YEAR *of* TENANCY, *but enabling the* LANDLORD, *in case of* DEVIATION *from* SYSTEM *in previous* YEARS, *to claim for consequent* INJURY *or* DETERIORATION (*if any*) *under sect.* 26, *sub-sect.* 2.

(*The tenant agrees*) to cultivate the arable land in the four-course rotation, having annually one-fourth thereof in wheat, one-fourth in roots, green crop fed off, or fallow, one-fourth in barley or oats, and one-fourth in clover or seeds, vetches or beans, of which last-named fourth not less than one-half shall be in clover or seeds, and so that no two white straw crops shall immediately succeed each other (*e*).

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20. CLAUSE *not prescribing any particular* SYSTEM *of* CULTIVATION *except for the last* YEAR, *but making the* TENANT *liable for* INJURY *or* DETERIORATION.

(*The tenant agrees*) to cultivate and manage the arable land in a good and husbandlike manner, and so as not to injure or deteriorate the holding, and to leave the same clean and in good heart and condition in the manner set out in the First Schedule hereto (*f*).

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21. CLAUSE *forbidding* SALE *of* HAY, STRAW, *&c. in last* YEAR *of* TENANCY, *and prescribing for* RETURN *of* MANURIAL EQUIVALENT.

(*The tenant agrees*) not to sell off or remove from the farm any hay, straw, roots, or green crops during the last year of the tenancy, and not to sell or remove any such produce in any previous year, without returning and applying to the holding within —— months from the sale or removal of such produce good

(*e*) This clause may require modification according to the system of cropping usually adopted on well-cultivated farms in the district.

(*f*) The First Schedule will prescribe the state of cultivation to be adopted in the last year, *e.g.*, one-fifth in wheat, one-fifth in roots or fallow, one-fifth in barley or oats, two-fifths in seeds.

rotten dung, or guano, bone manure, or other approved manurial substance to the value of ——*s.* for every ton of hay, ——*s.* for every ton of straw, and ——*s.* for every ton of roots or green crop so sold off or removed, such manure or manurial substance to be applied so far as possible to the particular lands the produce whereof shall have been sold or removed. And to keep true accounts and vouchers, which shall be produced to the landlord or his agent when required, of all such produce sold off or removed, and of the equivalent in manure returned to the farm.

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22. AGREEMENT *defining the* MANURIAL EQUIVALENT *to be applied under sect.* 26 *when a* COURSE *of* CULTIVATION *is laid down.*

IT IS HEREBY AGREED that in order to protect the holding from injury or deterioration, the full equivalent value of crops grown out of or contrary to the rotation hereinbefore agreed to, and sold off or removed, and of crops and produce sold off or removed in contravention of this agreement [*or*, lease], is as set out in the —— Schedule hereto, and the tenant agrees to apply such equivalent in the event of any breach by him of the provisions of this agreement [*or*, lease] as to rotation and sale of produce in exercise of the powers in that behalf conferred upon him by sect. 26 of the Agricultural Holdings Act, 1908, or in default to pay to the landlord the market value of such equivalent, if required, as damages in respect of injury or deterioration of the holding.

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23. CLAUSE *requiring an* ACCOUNT *of* CROPPINGS, SALES, *and* RETURN *of* MANURES *to be kept* (*g*).

(*The tenant agrees*) to keep and produce at any time for inspection on the request of the landlord or his agent a true account of all croppings upon the farm, and of all hay, straw, roots and green crops sold off or removed from the farm, and of the dates of

(*g*) This clause may be useful as tending to protect the land against injury or deterioration from cross-cropping, or sale of hay, straw, &c.

removal thereof, and also a record of the provision made for the return to the farm of the full equivalent manurial value of all hay, straw, roots and green crops so sold off or removed, and of the provision made to protect the farm from injury or deterioration in consequence of the exercise by the tenant of his rights as to cropping and sale of produce under sect. 26 of the Agricultural Holdings Act, 1908.

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24. CLAUSE *giving the* LANDLORD *the* RIGHT *to claim* COMPENSATION *for* INJURY *and* DETERIORATION.

THE landlord shall be entitled to compensation from the tenant in respect of any breach by the tenant of any of the agreements on his part herein contained, and for any injury or deterioration of the holding caused by the system of cropping the arable land practised by the tenant or by the sale or removal of any produce of the holding or otherwise, and such compensation shall be deducted from any sum payable to the tenant at the determination of the tenancy by the landlord or incoming tenant, or shall be recoverable otherwise as and at such time as the landlord may deem fit.

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25. NOTICE *of* CLAIM *for* COMPENSATION *for* IMPROVEMENTS (*h*).

To A. B. (*landlord*).

TAKE NOTICE that I claim under and in accordance with the Agricultural Holdings Act, 1908, to be paid, on the determination of my tenancy of —— Farm, the compensation to which I am entitled under the said Act or the custom of the country for the improvements executed by me during my tenancy of the said farm. The particulars of the improvements so executed are as follows (*here give general particulars, as*):—

1. Erection of cowshed in 19— with your consent.
2. Draining of Blackacre meadow in 19—.
3. Application during the year 19— of —— tons of basic slag to Whiteacre.

(*h*) Notice of claim to be given before the determination of the tenancy.

4. Consumption during 19— and 19— of —— tons of decorticated cotton cake by my cattle.

Dated ——.

(*Signed*) C. D.

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26. NOTICE *of* Claim *by* Market Gardener (*h*).

To A. B. (*landlord*).

Take Notice that I claim under the Agricultural Holdings Act, 1908, to be paid by you, on the determination of my tenancy of —— Farm, compensation in respect of the following matters (*here give general particulars, as*):—

1. Standard apple and plum trees planted in 19—.
2. Gooseberry and currant bushes planted in 19— and 19—.
3. Strawberry plants on —— acres, planted in 19—.
4. Rhubarb plants on —— acres, planted in 19— and 19—.
5. Purchased manure applied during 19— and 19—.

(*Signed*) C. D.

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27. NOTICE *by* Landlord *of* Claim *for* Waste *or* Breach *of* Covenant (*i*).

To C. D. (*tenant*).

Having received a Notice from you, dated, &c., of your claim for compensation from me on the determination of your tenancy of the farm of, &c., I hereby require that the arbitration shall extend to the determination of my claim against you for waste and breach of contract and otherwise as mentioned below (*here give general particulars, as*):—

1. Ploughing the grass field of Whiteacre.
2. Injury or deterioration of arable land by taking more than two white straw crops in succession from Blackacre in breach of contract.
3. Neglect to keep fences in repair.

(*h*) Notice of claim to be given before the determination of the tenancy.

(*i*) To be given by registered letter not later than seven days after the appointment of the arbitrator.

4. Neglect to return to the holding the manurial equivalent of hay and straw sold off in breach of contract.
5. Failure to keep the homestead in repair according to covenant in lease.

Dated ——.

(*Signed*) A. B.

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28. NOTICE *by* TENANT *of* CLAIM *for other* MATTERS *in respect of the* HOLDING *besides* COMPENSATION *for* IMPROVEMENTS (*i*).

To A. B. (*landlord*).

TAKE NOTICE that I require that the arbitration between us under the Agricultural Holdings Act, 1908, shall extend to the further claims by me against you which are mentioned below (*here give general particulars, as*):—

1. For neglect to keep the farm buildings in repair as per contract of tenancy.
2. For cost of seeds, manure, and acts of husbandry on —— acres of root crops and —— acres of fallow.
3. For —— tons of hay and —— loads of straw left by me on the holding to be paid for at consuming price according to the custom of the country.

Dated ——.

(*Signed*) C. D.

---

29. NOTICE *of* DAMAGE *by* GAME (*k*).

To A. B. (*landlord*).

TAKE NOTICE that my growing wheat in Blackacre (*or as the case may be*) has been damaged by pheasants, and that I intend to claim compensation for the same from you. You are at liberty to inspect the damage done at any time.

Dated ——.

(*Signed*) C. D.

(*i*) To be given by registered letter not later than seven days after the appointment of the arbitrator.

(*k*) To be given as soon as may be after the damage is first observed.

30. NOTICE *of* Claim *for* Compensation *for* Damage *by* Game (*l*).

To A. B. (*landlord*).

Take Notice that I claim compensation for damage by game to my crops, the particulars whereof are stated below (*here give particulars, as*):—

Particulars.	£	*s.*	*d.*
Damage by pheasants in November, 19—, to six acres of growing wheat in Blackacre, at £1 per acre	6	0	0
Damage by pheasants in July, 19—, to three acres of barley in Whiteacre, at £2 per acre	6	0	0
	£12	0	0

Dated ——.

(*Signed*) C. D.

---

31. CLAUSE *substituting another* Period *of* Twelve Months *for the* Calendar Year *as the* Period *for making a* Claim *on* Account *of* Damage *by* Game.

The period of twelve months within one month after the expiration of which any claim for damage by game must be made under sect. 10 of the Agricultural Holdings Act, 1908, shall be the twelve calendar months ending on the —— day of —— in any year.

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32. NOTICE *of* Intention *to claim* Compensation *for* Unreasonable Disturbance (*m*).

To A. B. (*landlord*).

Take Notice that I intend upon quitting my holding, under the notice to quit given by you [*or* in consequence of your refusal to

(*l*) To be given within one month after the expiration of the calendar year, or other period of twelve months agreed upon, in respect of which the claim is made.

(*m*) This notice must be given within two months after the notice to quit, or refusal to grant a renewal of the tenancy.

grant a renewal of my lease], to claim compensation for disturbance from you under the provisions of sect. 11 of the Agricultural Holdings Act, 1908.

Dated ——. (*Signed*) C. D.

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33. CLAIM *for* COMPENSATION *for* UNREASONABLE DISTURBANCE (*n*).

To A. B. (*landlord.*)

TAKE NOTICE that I claim under, and in accordance with, sect. 11 of the Agricultural Holdings Act, 1908, to be paid compensation for the loss and expenses incurred by me in consequence of quitting —— Farm, lately held by me from you. Such loss and expenses are as follows:—(*here give general particulars, as*)

	£	*s.*	*d.*
1. Loss in consequence of sale by auction of milch cows			
2. Expenses of removal of household goods, implements, horses and young stock, to farm			
Total ..... £			

Dated ——. (*Signed*) C. D.

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34. AGREEMENT *between* LANDLORD *and* TENANT *after* CLAIM *for* COMPENSATION.

AGREEMENT entered into on the —— day of ——, BETWEEN A. B. (*landlord*) of the one part and C. D. (*tenant*), of, &c. of the other part. WHEREAS the said C. D. has quitted the farm lately held by him as tenant of the said A. B., AND WHEREAS the said C. D. has claimed against the said A. B. under the Agricultural Holdings Act, 1908, for compensation for improvements effected on the said farm by him and for acts of husbandry and other matters, and also for compensation for unreasonable disturbance under sect. 11 of the said Act, [AND WHEREAS the valuers appointed by the said A. B. and C. D. respectively have assessed

(*n*) Claim to be made within three months after the time when the tenant quits the holding.

the value of such claims of the said C. D. at the sum of £——,] And whereas the said A. B. has claimed against the said C. D. for waste and breach of contract and for injury and deterioration of the holding under sect. 26 of the said Act, [And whereas the said valuers have assessed the value of such claims of the said A. B. at the sum of £——,] It is hereby mutually agreed between the said A. B. and the said C. D. that there shall not be any arbitration between them under the said Act, And that the said A. B. shall pay to the said C. D. £—— in full satisfaction of all compensation and other sums payable to him under the said Act or otherwise, after allowing for the claims made by the said A. B. as aforesaid in the following instalments (that is to say), £—— on Michaelmas Day, 19—, and £—— on the 1st of January, 19—, And that the said A. B. shall be at liberty to deduct the balance of £—— being rent owing to him by the said C. D. from the said sum of £——, and shall make no further claim against the said C. D. in respect of waste or breach of contract or otherwise howsoever.

As witness the hands of the above parties.

(*Signed*) A. B.
C. D.

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35. CONSENT *by* Landlord *to the* Payment *of* Compensation *for* Improvements *by the* Incoming *to the* Outgoing Tenant.

To C. D. (*incoming tenant*).

I, A. B. (*landlord*), hereby consent to your paying the sum of £—— to E. F. (*outgoing tenant*), being the sum payable by me to the said E. F. for compensation for improvements under or in pursuance of the Agricultural Holdings Act, 1908, and under an award dated, &c., and made by, &c. [*or* under an agreement dated, &c., and made between me and the said E. F.].

(*Signed*) A. B.

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36. CLAUSE *for insertion in* LEASE *or* AGREEMENT *for* SETTLEMENT *of* CLAIMS *for* COMPENSATION, &c. *by* VALUATION *and for* ARBITRATION *in* DEFAULT *of* AGREEMENT.

IT IS HEREBY AGREED that, without prejudice to any right of action or other remedy of the landlord, all valuations in respect of any compensation, damages, or dilapidations to which either party may claim to be entitled under this agreement [*or* lease], or otherwise in respect of the tenancy hereby created, shall be referred to two valuers appointed respectively by the landlord and tenant in the usual manner, and in the event of any difference between them the matter or matters in dispute and also (without prejudice as aforesaid) all questions as to the construction or effect of this agreement [*or* lease] or the respective rights and liabilities of the landlord and tenant hereunder, shall be settled by arbitration, in the manner provided by sect. 13, sub-sect. 1, of the Agricultural Holdings Act, 1908.

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37. ALTERNATIVE CLAUSE *for* ARBITRATION *preserving the* LANDLORD'S RIGHT *of* ACTION.

ALL questions and matters in dispute, and all compensations, damages and allowances upon which the landlord and tenant fail to agree arising under this agreement [*or* lease], or in respect of the tenancy hereby created, shall be referred to arbitration, in accordance with the provisions in that behalf of the Agricultural Holdings Act, 1908, but without prejudice to the option of the landlord in respect of any claim against the tenant, instead of submitting the same to arbitration, to have recourse to any right of action or other remedy.

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38. NOTICE *of* COUNTERCLAIM *by* LANDLORD *to* TENANT *under the* AGRICULTURAL HOLDINGS ACT, 1908.

THE AGRICULTURAL HOLDINGS ACT, 1908.

To Mr. (*tenant*), of, &c.

WITH REFERENCE to your notice of claim dated, &c., and in pursuance of the above Act, I hereby give you notice that I intend

to make a claim in respect of arrears of rent, and also in respect of acts of waste committed and permitted by you, and of breaches of covenant committed by you, during your tenancy of the said farm, the particulars of which arrears and acts of waste and breaches of covenants are respectively set forth in the schedule hereunder written.

Dated, &c. (*Signature of Landlord.*)

SCHEDULE.

Particulars of Claim.	Amount claimed. £ s. d.
Arrears of rent	
Waste in cutting down trees in —— Close	
Waste in pulling down a shed, &c.	
Breach of covenant in not [*describe breaches*], such covenant being contained in the lease dated, &c., whereby the tenancy was created.....	
Total amount claimed	£

39. APPOINTMENT *of* VALUER *to act on behalf of* LANDLORD.

I, A. B., of, &c. (*landlord*), hereby appoint Mr. ——, of ——, to act in my behalf as valuer in the valuation of all claims by Mr. C. D., the outgoing tenant of —— Farm, against me or the incoming tenant, whether arising under the Agricultural Holdings Act, 1908, or the tenancy agreement, or otherwise, and in the valuation of my claims against the said C. D., whether arising under the said Act, tenancy agreement, or otherwise, and I authorize the said Mr. —— on my behalf, according to the best of his skill, discretion, and judgment, to value, settle, agree, or compromise with the valuer appointed on the said outgoing tenant's behalf the amount of such claims, wholly or in part, and in case of any difference or dispute arising between the said valuers in respect of any of the said claims, to agree with the said outgoing tenant's valuer upon the appointment of an arbitrator to determine the same and, in default of agreement, to apply to the Board of Agriculture and Fisheries to appoint an arbitrator.

Dated ——. (*Signed*) A. B.

40. APPOINTMENT *of* VALUER *to act on behalf of* OUTGOING TENANT.

I, C. D., of —— (*tenant*), hereby appoint Mr. ——, of ——, to act in my behalf as valuer in the valuation of all claims by me, as outgoing tenant of —— Farm, against A. B., of ——, the landlord of the said farm, or the incoming tenant thereof, whether arising under the Agricultural Holdings Act, 1908, or the tenancy agreement, or otherwise, and in the valuation of all claims by the said A. B. or incoming tenant against me, whether arising under the said Act, tenancy agreement, or otherwise, and I authorize the said Mr. —— on my behalf, according to the best of his skill, discretion, and judgment, to value, settle, agree, or compromise with the valuer appointed on behalf of the said A. B. the amount of such claims wholly or in part, and in case of any difference or dispute arising between the said valuers in respect of any of the said claims, to agree with the said valuer appointed on behalf of the said A. B. upon the appointment of an arbitrator to determine the same, and in default of agreement to apply to the Board of Agriculture and Fisheries to appoint an arbitrator.

Dated ——. (*Signed*) C. D.

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41. APPOINTMENT *of* ARBITRATOR *to deal with* CLAIMS *upon determination of* TENANCY.

WE hereby appoint E. F., of ——, to be arbitrator for the purpose of settling the differences and questions arising between us under the Agricultural Holdings Act, 1908, and otherwise, upon the determination of the contract of tenancy of —— Farm, lately held by the undersigned C. D. as tenant of the said A. B.

Dated (*o*) ——. (*Signed*) A. B.
C. D.

(*o*) The date of the appointment is important, as under sect. 6, subsect. 3, any notice requiring the arbitrator to deal with claims by either party in respect of breach of contract, &c., must be given within seven days after the appointment of the arbitrator.

42. APPOINTMENT *of* ARBITRATOR *to determine* COMPENSATION *for* DAMAGE *by* GAME *during* CURRENCY *of* TENANCY.

THE undersigned A. B. and C. D. hereby appoint E. F., of ——, to be arbitrator between them for the purpose of determining the compensation (if any) payable by the said A. B. to the said C. D. in respect of damage from game to the crops of the said C. D. on —— Farm, held by him from the said A. B. during the year ending the —— day of ——, 19—.

Dated ——. (*Signed*) A. B.
C. D.

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43. APPOINTMENT *of* ARBITRATOR *in place of a* DECEASED ARBITRATOR *under the* AGRICULTURAL HOLDINGS ACT, 1908.

THE AGRICULTURAL HOLDINGS ACT, 1908.

IN THE MATTER of a reference between A. B., of, &c. (*landlord*), and C. D., of, &c. (*tenant*).

IN PURSUANCE of the provisions of the above Act, I hereby appoint (*arbitrator*), of, &c., to be arbitrator in the above matter, in the place of X. Y., of &c., deceased [*or* who has become incapable of acting, *or* who has failed to act for seven days after notice has been duly served upon him in that behalf].

Dated the —— day of ——, 19—.

[*Signature of landlord or tenant, as the case may be.*]

Witness G. H.

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44. NOTICE *requiring* ARBITRATOR *to act.*

To E. F. (*arbitrator*).

TAKE NOTICE that I require you to act within seven days from the receipt of this notice in the matter of the arbitration between C. D. and myself under the Agricultural Holdings Act, 1908, in which you have been appointed arbitrator.

Dated ——. (*Signed*) A. B.

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45. FORMAL *parts of* SPECIAL CASE *stated by* ARBITRATOR *for opinion of* COUNTY COURT.

No. —— of 19—.

IN the County Court of —— holden at ——.

IN THE MATTER of the Agricultural Holdings Act, 1908, and IN THE MATTER of an Arbitration between C. D., of, &c., (*tenant*), and A. B., of, &c. (*landlord*).

SPECIAL CASE stated for the opinion of the Court by E. F., arbitrator in the above-mentioned arbitration:—

1. (*State material parts of lease or tenancy agreement.*)
2. (*State material facts as proved in the arbitration.*)
3. (*State contentions of tenant.*)
4. (*State contentions of landlord.*)

The questions of law submitted for the opinion of the Court are:—

(*State the questions arising in numbered paragraphs.*)

Dated ——. (*Signed*) E. F.

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46. FORM *of* OATH *for* WITNESS *before* ARBITRATOR.

I SWEAR by Almighty God that I will true answer make to all such questions as shall be asked me touching the matters in question in this arbitration.

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47. FORM *of* AFFIRMATION *for* WITNESS *objecting to be sworn.*

I, A. B., solemnly, sincerely and truly affirm and declare that I will true answer make to all such questions as shall be asked me touching the matters in question in this arbitration.

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48. AWARD *by* ARBITRATOR *under the* AGRICULTURAL HOLDINGS ACT, 1908.

THE AGRICULTURAL HOLDINGS ACT, 1908.

IN THE MATTER of the reference between A. B., of, &c. (*tenant*), and C. D., of, &c. (*landlord*).

TO ALL TO WHOM THESE PRESENTS SHALL COME, I (*arbitrator*), of, &c., being duly appointed by the tenant and landlord, pur-

Recitals: of tenant's claim;

suant to the provisions of the above Act, send greeting. WHEREAS the tenant has claimed compensation from the landlord under the said Act in respect of [*state the nature of the claim as stated in the Tenant's Notice of Claim, e.g.*] the value of unexhausted improvements by him on the above-mentioned farm (hereinafter referred to as the holding), and in respect of breaches of covenant alleged to have been committed by the landlord during the tenant's occupation of the holding, as appears by a notice of claim dated the —— day of ——, 19—, and duly given to the landlord, pursuant

of landlord's counterclaim;

to the provisions of the said Act: AND WHEREAS the landlord has disputed the said claim and has claimed compensation in respect of breaches of covenant alleged to have been committed by the tenant during his occupation of the holding, and other matters connected therewith, as appears by a notice of counterclaim, dated &c., and duly given to the tenant, pursuant to the

of reference to arbitration.

provisions of the said Act: AND WHEREAS the landlord and tenant, being unable to agree on the amount and mode and time of payment of compensation to be paid under the said Act in respect of the said claim and counterclaim, have referred all the said matters and things in dispute between them to the award and determination of me the arbitrator duly appointed as afore-

Award.

said: NOW THEREFORE I, the said (*arbitrator*), having taken upon me the burthen of the said reference, and having been attended by the said parties and their respective solicitors [*or* counsel], and having heard and considered the allegations and evidence of both the said parties and their witnesses concerning the premises, and having viewed the holding, hereby make and publish my award as follows, that is to say:—

Compensation awarded to tenant.

1. I find and determine that the tenant is entitled to compensation from the landlord for and in respect of the matters set forth in the first schedule hereunder written in the first column thereof, and I award that the amounts set forth in the second column of the same schedule are accordingly due from the landlord to the tenant, and that for the purpose of charging the estate of the landlord the improvements specified in the said schedule are to be deemed to be exhausted at the several times set opposite to them respectively in the third column of the same schedule.

Compensation awarded to landlord.

2. I find and determine that the landlord is entitled to compensation from the tenant for and in respect of the matters set forth in the second schedule hereunder written in the first column

thereof, and I award that the amounts set forth in the second column of the same schedule are accordingly due from the tenant to the landlord.

3. I therefore award and direct that the said landlord [*or* tenant, *as the case may be*] shall pay to the tenant [*or* landlord], the sum of £——, being the balance due in respect of the compensations so awarded as aforesaid, on or before the —— day of —— next. Payment of balance found due.

4. I further award and direct that each of the parties to this reference shall bear his own costs of and incident thereto, except the costs of my award, and that the costs of this my award shall be paid by them equally. Costs.

THE FIRST SCHEDULE ABOVE REFERRED TO. Schedules.

THE SECOND SCHEDULE ABOVE REFERRED TO.

APPOINTMENTS.

1. APPOINTMENT *of* GUARDIAN *by a Father.*

KNOW ALL MEN BY THESE PRESENTS that I (*father*), of, &c., hereby nominate and appoint (*mother*) my wife to be the guardian of my children, from and after my decease, until, being sons, they shall respectively attain the age of twenty-one years, or being daughters, they shall respectively attain that age or marry, and I commit to my said wife the sole custody and tuition of my said children accordingly: PROVIDED ALWAYS, that if my said wife shall die or marry again after my decease and before the youngest of my children, being a son, shall attain twenty-one years of age, or being a daughter, shall attain that age or marry, then, and in either of such cases, I declare that the appointment hereby expressed to be made shall be void, and in lieu thereof I hereby appoint A. B., of, &c., such guardian of my children as afore-

said, and commit to him the sole custody and tuition of them accordingly.

In witness, &c. (*a*).

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2. APPOINTMENT *of a* Gamekeeper *to kill* Game, *seize Engines, &c., also Fishing Nets, &c.*

Appointment. KNOW ALL MEN by these presents, that I (*lord*) [*or*, lady], of, &c., lord [*or*, lady] of the manor of ——, in the county of ——, hereby appoint (*gamekeeper*), of, &c., yeoman (*gentleman*) [*or*, esquire], to be a gamekeeper of and in my said manor during my will and pleasure, with full power, licence, and authority, within and upon my said manor, to preserve or kill the game for my sole use and benefit, and also within the said limits to take and seize for my use all such dogs, nets, and other engines and instruments for the taking or killing of game, as within the precincts of my said manor of —— shall be used by any person not authorised to kill game for want of a game certificate: [And I hereby authorise (*b*) the said (*gamekeeper*) to demand, seize, take, and keep, for my own use, all rods, lines, hooks, nets, and other implements for taking or destroying fish, which he shall find used, or laid, or in the possession of any person or persons whomsoever, fishing in any river or fishery whatsoever within my said manor without my consent.] Given under my hand and seal, this —— day of ——.

Gamekeeper. to seize fishing nets.

(*lord*) L. S.

Signed, sealed, and delivered, in the presence of ——.

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3. APPOINTMENT *of a* Steward *of a Manor.*

Grant. KNOW ALL MEN by these presents, that I (*lord*) [*or*, lady], of, &c. (*c*), hereby give and grant unto (*steward*), of, &c., gentle-

(*a*) By 12 Car. II. c. 24, this appointment might be made by an *infant* father by will or by deed. Since the Wills Act, 1837, an infant can no longer make a will (sect. 7).

(*b*) The words in brackets will be added if the lord of the manor is owner or occupier of any river or fishery within the manor.

(*c*) If it be wished that the stewardship should continue, notwithstanding the lord's decease, add,

"for me, my heirs and assigns, *have*, &c."

man, the office of steward of my manor [*or*, manors] of ——, in the county of —— [and of every of them]: And I appoint the said (*steward*) steward of the said manor [*or* manors, and of every of them], to hold all courts baron and customary courts belonging to the said manor [*or*, manors, or any of them], at the usual times the same have been accustomably holden, and at such other times as he the said (*steward*) shall think fit and requisite: To hold the said office of steward, and to receive the fees and profits thereto belonging, by the said (*steward*), or his sufficient deputy, during (*d*) my will and pleasure (*e*): And I hereby authorise the said (*steward*) from time to time to make and execute any voluntary grants of all or any customary or copyhold lands within the said manor, and to give to the tenants thereof licences to demise, or otherwise, as he the said (*steward*) shall deem expedient: And also to appoint any deputy or deputies for all or any of the purposes aforesaid, with all or any of the powers of the said (*steward*) as such chief steward, and with power to such deputy to appoint any sub-deputy. In witness whereof, I, the said (*lord*), have hereunto set my hand and seal, the —— day of ——, 19—.

Appointment.

Habendum during pleasure.

Signed, sealed, and delivered, in the presence of ——.

Attestation.

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4. APPOINTMENT *of a* Deputy Steward.

TO ALL TO WHOM these presents shall come, I (*steward*), of, &c., gentleman, send greeting. Whereas (*lord*), of, &c., esquire, by deed poll under his hand and seal, dated on or about the —— day of ——, 19—, gave and granted unto me the said

Recital of steward's appointment.

(*d*) If the stewardship is to continue, notwithstanding the lord's decease, say,

"during the will and pleasure of me the said (*lord*), my heirs and assigns."

(*e*) In the case of a solicitor whose stewardship is determined, the Court will exercise a summary jurisdiction to compel him to deliver up the Court rolls and muniments of his employer (*Ex parte Corpus Christi College*, 6 Taunt. 105). A solicitor has no lien, as solicitor, on papers which he receives as steward (*Chapernown* v. *Scott*, 6 Madd. 93).

(*steward*), the office of steward of his manors of ——, in the county of ——, and every of them: And did thereby appoint me steward of the said manors, and every of them, to keep and hold all courts belonging to the said manors, or any of them, at the usual times the same had been accustomarily holden, and at such other times as I should think fit: To hold the said office of steward, and to receive the fees and profits thereto belonging, by me or my sufficient deputy, during the will and pleasure of the said (*lord*), Now know ye, that I the said (*steward*), by virtue of the power and authority given me by the said (*lord*), hereby appoint (*deputy*), of, &c., gentleman, my deputy steward of the said manors, and every of them, during my will and pleasure, to perform and execute the said office in my stead in all things as effectually as if I myself were personally present at the doing thereof: He the said (*deputy*), from time to time, whenever he shall be by me required so to do, duly accounting to me for all fines, heriots, and profits of the said courts; and also for all fees, perquisites, rewards, and profits, from the said office arising. In witness whereof, I the said (*steward*) have hereunto set my hand and seal, &c.

Appointment of deputy steward.

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5. APPOINTMENT *of a* Deputy Steward *of Manors, with a* Reddendum.

KNOW ALL MEN by these presents, that I (*steward*), of, &c., gentleman, steward of the manors of —— and ——, in the county of ——, hereby appoint (*deputy*), of, &c., gentleman, my deputy or under-steward of the said manors, to perform and execute the said office in my stead, in all things, as effectually as I could do myself if I were personally present, and performed and executed the same: To hold and exercise the said office of deputy steward of me the said (*steward*), during the term of our joint natural lives (*f*) (or during my pleasure); And to take and have, during the said term, for performing and executing the said office, all fees, wages, rewards, and profits, to the same office belonging: Yielding and paying (*g*) nevertheless therefor unto me the said

Appointment of a deputy steward.

Habendum for joint lives of steward and deputy; and to take all fees, &c.

Reddendum, a yearly sum to steward.

(*f*) If the steward is not steward for life, of course he cannot appoint for the joint lives.

(*g*) Frequently there is also a bond for this purpose.

(*steward*), yearly during the said term, the clear yearly sum of £——, on the —— day of —— in every year.

In witness, &c.

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6. APPOINTMENT *of a* Deputy Steward, *for the* special *Purpose of admitting an Heir, and taking a Surrender by way of Mortgage; or for taking a Surrender from Husband and Wife to a Purchaser.*

KNOW ALL MEN by these presents, that I (*steward*), of, &c., steward [by patent] of the manor of ——, in the county of ——, hereby appoint (*deputy*), of, &c., my deputy steward (*h*), to hold a special court for the said manor, on the —— day of —— next, or on some day before the —— day of —— next, and then and there as my said deputy steward, to admit (*heir*) (eldest son and heir at law of (*ancestor*), deceased, late a copyhold or customary tenant of the said manor), tenant to all and singular the premises which the said (*ancestor*) held of the said manor, and of which he died seised, that is to say; to one messuage, &c., within the manor aforesaid: To hold to him the said (*heir*), his heirs and assigns, at the will of the lord, according to the custom of the said manor. And immediately after his said admission, to accept and take from the said (*heir*) a surrender by the rod of all and singular the said premises, To the use of (*mortgagee*), of, &c., his heirs and assigns; But with a condition that the said surrender shall be void on payment, by the said (*heir*), his heirs, executors, administrators, or assigns, to the said (*mortgagee*), his executors, administrators, or assigns, of the sum of (*mortgage-money*), and interest for same, after the rate of five pounds per centum per annum, on the —— day of —— next ensuing: And

Appointment of a deputy steward, to admit heir,

and take mortgage surrender.

(*h*) If it be to take a surrender, either in or out of Court, say, "to take one or more surrender or surrenders, according to the custom of the said manor, of and from (*vendor*), of, &c., and (*wife*), his wife, she being first solely examined touching her consent thereto, after the usual manner of surrenders in the like cases, of All that messuage, &c. To the use of (*purchaser*), of, &c., his heirs and assigns, according to the custom of the said manor. And further to perform and execute," &c., *ut supra*.

To take surrender from husband and wife.

General authority.

FURTHER, to perform and execute the said office in my stead, as far as I have here constituted and deputed him the said (*deputy*) my deputy as aforesaid, in all things, as fully and effectually as I could do myself if I were personally present, and performed and executed the same myself: The said (*deputy*) duly accounting to me for all heriots, fines, fees, and perquisites, that shall be due and received by him for the purposes aforesaid.

Deputy to pay fines, &c. to steward.

IN WITNESS, &c.

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7. GENERAL APPOINTMENT *of a Solicitor to the several Offices of* STEWARD, GAMEKEEPER, RECEIVER, *and* MANAGER, *of large Estates; with Authority to sell Timber, to contract for granting Leases and Renewals, and to appoint Deputy Stewards, Bailiffs, Agents, &c.; the Moneys the Steward shall receive to be applied in paying himself a Poundage, Law Charges as Solicitor of the Trustees, and for Surveying, &c.; in paying Salaries, &c. to Deputy Stewards, &c.; in paying Annuities charged on the Estate; in paying Expenses of Repairs; and to account for and pay the Residue to the Trustees.*

Parties.

THIS INDENTURE, made the —— day of ——, BETWEEN (*owner*), of, &c., of the one part, and (*steward*), of, &c., of the other part, WITNESSETH, and the parties hereto mutually covenant and agree as follows:—

First Testatum.

Appointment of steward;

to hold all manner of courts;

and to demand fee of office.

1. The said (*owner*) hereby constitutes and appoints the said (*steward*) to be the steward of all those the said several manors or lordships of, &c.: AND ALSO to hold all and singular the [courts leet, courts baron, courts of view of frankpledge, customary, and other] courts within the said manors, or any of them: AND to demand, sue for, and recover, have, receive, and take to and for the proper use and benefit of him the said (*steward*), all manner of fees, perquisites, profits, wages, rewards, and advantages whatsoever, to the office of steward of the said manors belonging or appertaining, and which have heretofore been accustomed to be had and received by the steward or stewards thereof respectively, to and for their respective use and benefit, for or by reason of the office of steward.

Appointment

2. The said (*owner*) hereby also appoints the said (*steward*)

henceforth to be the gamekeeper for him of the several manors or lordships hereinbefore named, with full power, licence, and authority to preserve or kill the game within the limits of the said manors, or any of them, for the use of the said (*owner*): And also to seize and take, for the use of the said (*owner*), all such dogs, nets, and other engines and instruments for the killing or taking of game as shall be used within the said limits by any person not authorised to kill game for want of a game certificate: And generally to execute and perform all such matters and things for the preservation of the game within the said manors as he the said (*owner*) might or could do if personally present.

of gamekeeper,

to kill game,

and seize engines;

and to do all such things for preserving the game as the person appointing could.

3. The said (*owner*) hereby also constitutes and appoints the said (*steward*) his receiver, agent, and attorney, in the name of him the said (*owner*), to demand, sue for, recover, and receive, by all lawful ways and means whatsoever, of and from the present and future tenants and occupiers of the said manors, lands, hereditaments, and premises; and also of and from all other persons liable to pay the same, All the rents, issues, fines, and other profits that are now in arrear and unpaid, and which shall hereafter grow due and be in arrear for or in respect of the same manors, lands, hereditaments, and premises, or any of them, or any part thereof: And upon non-payment of the same, or any part thereof respectively, to enter and distrain upon the hereditaments liable thereto; and the distress and distresses then and there found, to take, impound, detain and keep, or otherwise to sell and dispose thereof according to law. And also to commence and prosecute any actions or other proceedings which the said (*steward*) may think necessary or advisable for the recovery of the said rents, issues, fines, and profits, and for recovering, receiving, obtaining, and getting possession of the said manors, lands, and hereditaments, or any of them, or any fines, heriots, rents, sum or sums of money, duties, or services in respect thereof: And the same actions or proceedings to prosecute, or to discontinue, or otherwise to act therein as he the said (*steward*) shall think proper or be advised: And upon receipt of the same rents, arrears of rents, issues, and profits, or any part thereof, for him the said (*owner*) to give effectual receipts and discharges for the same.

Appointment of receiver of

rents, fines, heriots, &c.

On non-payment, to distrain;

to bring actions, &c.;

to give receipts for rents, &c.

4. The said (*steward*) may and shall from time to time, as he shall think proper, sell and enter into contracts for sale of any timber and underwood, growing and being upon any of the manors,

To sell timber;

lands, and premises which he the said (*owner*) is authorised and empowered to fell and cut down: And also sign and execute effectual receipts and discharges for all sums of money which may become payable for and in respect of the sale of any such timber: And also empower the respective purchasers of all or any such timber and underwood, by themselves or their agents and workmen, to enter on the manors, lands, and premises whereon the same shall be growing, and with or without horses, carts, and carriages to carry away the same: And to make sawpits and charcoal pits, and to do all such other acts as shall be necessary for converting, ordering, and managing the said timber and other trees on such convenient and proper places on the manors, lands, and premises whereon the same shall be growing or standing, as shall be from time to time assigned and set out by the said (*steward*).

to give receipts for purchase-money of timber;

to empower purchasers to carry away timber,

and to make sawpits, &c.

To inspect the estates, and order repairs;

5. The said (*steward*) may and shall from time to time, in the name of him the said (*owner*), enter into and upon and inspect and survey all and every the said manors, lands, hereditaments, and premises at his free will and pleasure; and view, search, and see the state and condition and defaults and wants of repair of the same, and of the buildings and the hedges and ditches thereof, and of want of cultivation of all and every part and parts of the same lands: And repair and give orders, and enter into any contract for employing any person or persons in repairing the same; insure and keep insured against loss or damage by fire any buildings or any effects or property of an insurable nature upon the hereditaments aforesaid, by effecting in the name of the said (*owner*) such policy or policies for such sum or sums, and under such premium or premiums, as the said (*steward*) shall think fit: And also, for and in the name of the said (*owner*), and as his act and deed, from time to time enter into and execute any contract or contracts for any lease or leases, or for the renewal of any existing lease or leases, of all or any of the said lands and hereditaments, for such fines and under such rents, for such terms and upon such conditions, as shall be conformable to the powers of leasing hereinbefore recited, or any other power vested in the said (*owner*) in that behalf: And generally, inspect, manage, oversee, and superintend all and singular the said manors, lands, hereditaments, and premises: And do any act, matter, or thing for the improving and supporting the same and the income thereof, and the interest of the several persons entitled thereto in possession and remainder in

to contract for granting leases, and renewals.

Generally to inspect, improve, &c. the estates.

every particular, in the most beneficial manner, and to the best advantage, and as the said (*steward*) shall, according to his uncontrolled discretion, think proper.

Power to appoint deputy stewards, receivers, bailiffs, agents, surveyors, or attornies;

6. The said (*owner*) hereby gives full power and authority unto the said (*steward*), from time to time, as he shall think proper, to appoint any person or persons to be his deputy steward or stewards of all or any of the manors and hereditaments aforesaid, and also to be his deputy receiver or receivers, bailiff or bailiffs, agent or agents, surveyor or surveyors, attorney or attornies, for recovering or receiving the rents, issues, and profits aforesaid, or any of them, or any part thereof, and for making, executing, and completing any such contract or contracts for sale of timber, and granting leases as aforesaid, and for surveying and repairing and managing and improving the hereditaments aforesaid; and also to act in all and singular the premises in the same manner as he the said (*steward*) is hereby empowered to act therein: And also from time to time to change and remove any such deputy stewards, bailiffs, receivers, agents, surveyors, or attornies, and to appoint any others in his or their stead, when and so often as to him the said (*steward*) shall seem meet: And generally, for him the said (*steward*) to do, execute, and perform any other act, deed, matter, or thing whatsoever relating to all or any of the manors and hereditaments aforesaid, as fully and effectually, to all intents and purposes whatsoever, as the said (*owner*) might or could do if personally present: And the said (*owner*) hereby agrees to ratify and confirm all and whatsoever the said (*steward*) shall lawfully do or cause to be done in or about the premises.

and to remove them, and appoint others.

General power to steward.

Ratification of his acts.

Authority to steward to apply the moneys,

7. The said (*owner*) hereby authorises and directs the said (*steward*) to apply and dispose of, and account for all and singular the moneys which shall come to his hands by virtue of these presents, and of the powers and authorities hereby vested in him as aforesaid (save and except the fees and perquisites of office as steward of the manors aforesaid) in manner following, that is to say: in the first place, in payment from time to time to himself the said (*steward*) of sixpence in the pound upon and out of all moneys which shall come to his hands, or be actually received by him, for or on account of the rents, arrears of rent, sale of timber, and other the sums which he is empowered and authorised to collect and receive, by virtue of this present indenture (which sum of sixpence in the pound is to be the consideration and recompense

in paying himself a poundage;

for receiving the rents and moneys aforesaid, and keeping, settling, and arranging the accounts relating thereto): And in the next place, in payment of bills for law charges, fees, and disbursements (not including travelling expenses or journeys), which shall become due to him the said (*steward*) as the solicitor, agent, or attorney of the said (*owner*) respectively, in prosecuting or defending any action or actions, suit or suits, relating to the estates, rents, and moneys aforesaid, and the surveying, mapping, and planning, managing, improving, and superintending the same estates, and the execution of the several powers and authorities vested in him the said (*steward*), exclusive of receiving such rents and moneys, and keeping the accounts relating thereto as aforesaid: And in the next place, in payment of salaries, wages, and fees which shall from time to time become due and owing to the several under and deputy (*stewards*), receivers, bailiffs, surveyors, agents, and other persons, which he the said (*steward*) shall think proper to employ for the purposes aforesaid: And in the next place, in the paying and discharging all and singular the annuities or yearly rentcharges, which now are or shall continue charged upon all or any of the manors and hereditaments aforesaid, as the same shall, from time to time, become due and payable; And also in payment, from time to time, of the expenses to be incurred on account of the repairs which shall be made upon any of the hereditaments aforesaid, which the respective tenants thereof shall not be liable to pay: And also of all premiums of all insurances against loss or damage by fire which may be effected by him of any buildings, effects, or property upon the same hereditaments: And in the next place, in payment of all fines, fees, and charges which shall become due to the landlords for the time being of any of the said leasehold premises, for obtaining renewals thereof: And from and after the payment of the said several annuities and other sums of money, In trust from time to time, to answer, account for, and pay the balance remaining in the hands of the said (*steward*) unto the said (*owner*), his executors, administrators or assigns, or as he or they shall from time to time by writing under his or their hand or hands direct.

in paying himself law charges, as attorney of owner,

and for surveying, &c.;

in paying salaries, &c. to deputy stewards, &c.;

in paying annuities charged on the estates;

in paying expenses of repairs, insurance, &c.;

to account for and pay the residue to owner.

Steward to perform his duties faithfully

8. The said (*steward*) will and shall diligently and faithfully, to the utmost of his power, serve the said (*owner*) as such his steward, gamekeeper, receiver or agent, manager and superintendent as aforesaid, and take upon himself the care, conduct

and management of the same, and will follow and perform the orders and direction of the said (*owner*) which shall, by letters or otherwise, from time to time be forwarded or communicated to him concerning the hereditaments aforesaid.

and to keep proper books of account.

9. The said (*steward*) will and shall, at the costs of the said (*owner*), provide and keep in good order books of account concerning the rents, profits, expenditure and outgoings of, upon or on account of the hereditaments aforesaid; and will and shall from time to time, upon every request of the said (*owner*), produce to him all such books of account as aforesaid, at such time and place as the said (*owner*) shall direct; and will and shall once in every year, or oftener if the said (*owner*) shall so direct in writing, transmit and send to the said (*owner*) a true and correct statement in writing of all receipts and expenditure of, upon or on account of the hereditaments aforesaid, in such manner and form, and with such particulars, as the said (*owner*) may from time to time direct; And will and shall also from time to time by letter inform the said (*owner*) of all such acts and occurrences wherewith it shall be proper or expedient that the said (*owner*) should be acquainted.

Determination of appointment.

10. If the said (*steward*) shall be adjudicated bankrupt, or enter into a composition with his creditors, or be guilty of any gross default or misconduct in any of the offices hereby given to him, or by reason of illness or any other cause be incapacitated from acting therein for a period of ——, then immediately upon the happening of any such event all the appointments, powers and authorities, privileges and emoluments hereby made and conferred respectively shall absolutely cease and determine; but in any other case, if the said (*owner*) shall be desirous of removing the said (*steward*) from the said offices, or any of them, it shall be lawful for him to do so upon giving six previous calendar months' notice in writing of such his desire, to be addressed to the said (*steward*) at ——, and upon the expiration of such notice, the office or offices from which the said (*owner*) shall, as stated in such notice, desire to remove the said (*steward*), and all powers and authorities incident thereto respectively, shall absolutely cease and determine; and if the said (*steward*) shall at any time desire to resign the offices hereby given to him, it shall be lawful for him to do so upon giving six calendar months' notice in writing of such his desire to the said (*owner*), to be addressed to him at —— Hall aforesaid, or such other place as the said (*owner*) may from time to time in

writing direct. And upon any such determination of the said offices as aforesaid, a final settlement and winding-up of the accounts of the receipts and expenditure of, upon or on account of the hereditaments aforesaid shall forthwith be made and taken, and the said (*steward*) shall give and deliver up the books of account aforesaid undefaced and unobliterated to the said (*owner*), or to such other person or persons as he shall direct, unless prevented by fire or other inevitable accident.

Arbitration clause.

11. If at any time the said (*owner*) shall object to the yearly statements of receipts and expenditure to be rendered and forwarded to him in manner aforesaid, or if any dispute or difference shall at any time arise between the said (*owner*) and the said (*steward*) for or on account of any matter or thing herein contained, which shall not within one calendar month after the same shall have arisen be fully decided between the parties themselves, Then, and in every such case, the matter of every such account, dispute or difference shall be referred to the hearing of two indifferent arbitrators, one to be chosen by the said (*owner*) and the other by the said (*steward*), and in case the said arbitrators disagree or fail to make an award within —— months after entering on the reference, or after having been called on to act by notice in writing from any party hereto, then to the award, umpirage, and determination of such person as the said arbitrators shall appoint as umpire.

In witness, &c. (*i*).

APPRENTICESHIP.

1. ARTICLES *of* Apprenticeship *to a* Trader. (Short Form.)

Parties.

THIS INDENTURE, made the —— day of ——, 19—, Between (*apprentice*), of the first part; (*father of apprentice*), of, &c., of

(*i*) An appointment of this nature is not infrequently accompanied by a bond entered into by the steward and one or more sureties for the faithful observance of the duties of the office.

the second part; and (*master*), of, &c., carrying on the trade or business of ——, at ——, of the third part; WITNESSETH that the said (*apprentice*) of his own free will, and with the consent of the said (*father*), hereby binds himself as apprentice to the said (*master*) during the term of —— years, to learn the trade and business aforesaid; AND the said (*father*) hereby covenants with the said (*master*) that, during the said term, the said (*apprentice*) shall honestly, faithfully and diligently serve and obey the said (*master*), and shall not do or commit, or suffer to be done or committed, any waste, damage or injury of or to the property of the said (*master*), and shall not unlawfully absent himself from the service of the said (*master*); and further, that he, the said (*father*), will, at his own expense, provide the said apprentice with good and sufficient clothes, washing, medicines and medical attendance, and other necessaries, except as is hereinafter otherwise stipulated, during the said term: IN CONSIDERATION WHEREOF, and also in consideration of the premium or sum of £—— now paid to the said (*master*) by the said (*father*) (the receipt whereof is hereby acknowledged), the said (*master*) hereby covenants with the said (*father*), and also with the said (*apprentice*), that he, the said (*master*), will during the said term take and receive as his apprentice, and to the best of his knowledge and ability teach and instruct in the trade and business of a ——, and all things incident thereto, the said (*apprentice*), in such manner as he, the said (*master*), now does or shall hereafter use or practise the same; and will also during the said term provide the said (*apprentice*) with good and sufficient board and lodging; and will also, from and after the expiration of the first year of the said term, pay to the said (*apprentice*) wages at the rates and in manner following, that is to say, during the second year of the said term the sum of —— per week [*or* month], and during the third year of the said term the sum of —— per week [*or* month], and during the remainder of the said term the sum of —— per week [*or* month]; and will, on the completion of the said term, indorse on these presents a certificate that the said (*apprentice*) has duly served his apprenticeship in due conformity with these presents, and deliver the same so indorsed to the said apprentice.

Apprentice binds himself.

Covenants by father.

Covenants by master to instruct.

To provide board, &c.

To pay wages.

To indorse certificate of service.

IN WITNESS, &c.

2. ARTICLES *of* APPRENTICESHIP *to* SEA SERVICE (*a*).

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN (*apprentice*), of ——, in the county of ——, of the one part, and (*master*), of ——, in the county of ——, of the other part; WHEREAS the said apprentice attained the age of —— years on the —— day of —— now last past: NOW THIS INDENTURE WITNESSETH that the said (*apprentice*) of his own free will places and binds himself to the said (*master*) during the term of —— years from the date of these presents, and hereby covenants with the said (*master*) that during the said term he will honestly, faithfully and diligently serve the said (*master*) and such other person or persons in the navigation of any ship or vessel as the said (*master*) shall direct and appoint, and will obey his and their lawful commands on board any ship or vessel in or to which he shall be ordered by him or them to go, and will, when required, render to the said (*master*) and such person or persons as aforesaid, true accounts of all goods, merchandise and moneys belonging to the said (*master*), which shall be committed to the charge of or come into the hands of the said (*apprentice*): And that he, the said (*apprentice*), will not do or willingly suffer to be done by others any hurt, prejudice or damage to the goods, merchandise or other property or affairs of the said (*master*), or of any such person or persons as aforesaid, but will, to the utmost of his power, hinder and prevent the same, and immediately give to him or them notice thereof; And will not, without leave, absent himself from his service, nor frequent taverns, nor play at unlawful games, but will in all respects behave and demean himself as a good and faithful apprentice towards the said (*master*) and such other person or persons as aforesaid: IN CONSIDERATION WHEREOF the said (*master*) covenants with the said (*apprentice*), that during the said term he, the said (*master*), will teach, or cause to be taught, the said (*apprentice*) in the art, business and duties of a seaman, and will find and provide the said (*apprentice*) with sufficient food, drink, washing, medicine and medical and surgical aid and attendance, and also all sea bedding and wearing apparel, both woollen and linen, and other necessaries, and will after expiration of the first year [*or* "of the first —— years"]

Covenants by master.

(*a*) See the provisions of the Merchant Shipping Act, 1894 (57 & 58 Vict. c. 60), ss. 105—108.

of the said term pay to the said (*apprentice*) wages at the rates and in manner following, that is to say, during the second year of the said term the sum of —— per week [*or* month], and during the third year of the said term the sum of —— per week [*or* month], and during the remainder of the said term the sum of —— per week [*or* month]; and will on the completion of the said term indorse on these presents a certificate that the said (*apprentice*) has duly served his apprenticeship in due conformity with these presents, and deliver the same so indorsed to the said (*apprentice*).

In witness, &c.

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3. ARTICLES *of* Apprenticeship *to a* Merchant, *with* Special Provisions.

THIS INDENTURE, made the —— day of ——, 19—, Between (*apprentice*), of, &c., of the first part; (*father*), of, &c., the father of the said (*apprentice*), of the second part; and (*master*), of, &c., carrying on the trade or business of —— at ——, of the third part: WITNESSETH, and it is hereby agreed and declared, and the said (*father*), so far as relates to the acts and stipulations on the part of himself and of the said (*apprentice*) to be performed and observed, covenants with the said (*master*), and the said (*master*), so far as relates to the acts and stipulations on his part to be performed and observed, covenants with the said (*father*), and also separately with the said (*apprentice*), as follows, that is to say:—

Parties.

Testatum.

1. The said (*apprentice*), of his own free will and accord, and with the consent of the said (*father*), hereby places and binds himself as apprentice with and to the said (*master*), from the date of these presents for the term of —— years, to learn the trade or business of ——.

Apprentice binds himself.

2. The said (*apprentice*) will, during the said term, well and truly serve the said (*master*), as apprentice in the trade or business aforesaid, at such place or places, either within the United Kingdom or elsewhere, as the said (*master*) shall direct and appoint, and will diligently attend to the business and concerns of the said (*master*).

Covenants by father that apprentice will serve,

3. The said (*apprentice*) will not, without permission, absent

and not absent himself;

himself from the service of the said (*master*), nor do or commit any damage or waste to the said (*master*) or his concerns, nor knowingly suffer the same to be done by others, if within his power to prevent it, nor without forthwith giving notice thereof to the said (*master*).

will assist in conducting master's business;

4. The said (*apprentice*) will, during the said term, receive and take into his care and custody all such goods and merchandise and other articles of every description as shall be consigned or sent to him by or for the use or on account of the said (*master*), and will sell and dispose of the same to the best possible profit, for the benefit of the said (*master*). And also will, at all times during the said term, follow and perform the advice, direction and orders of the said (*master*), which shall by letters or otherwise be sent, given or made known to him, the said (*apprentice*), concerning such goods, merchandise and articles as aforesaid.

will keep books of accounts;

5. The said (*apprentice*) will, at the cost of the said (*master*), provide and keep in good order books of account concerning such his employment as aforesaid, according to the custom of merchants in such cases: And will deal justly, truly and faithfully with the said (*master*), in all and every his accounts, reckonings, bargains and dealings relating to and concerning his said employment, and will, from time to time, as occasion shall arise, send to the said (*master*) true accounts of all the business and dealings of him the said (*apprentice*), and letters of advice of all such measures and occurrences wherewith it shall be proper that the said (*master*) shall be acquainted, and will return to —— aforesaid, if employed away therefrom, whenever thereunto required by the said (*master*), by letter or otherwise, with all his accounts and reckonings duly made up and in proper order.

will deliver accounts.

6. The said (*apprentice*) will, from time to time, when requested so to do, produce and show to the said (*master*) all his books of account concerning all such dealings as aforesaid, and make and give to the said (*master*) a just and perfect account and reckoning of and concerning all and every such goods, merchandise and other articles and moneys which shall come into his hands of or on behalf of the said (*master*). And, moreover, will, within —— days after every such account as aforesaid shall have been sent to the said (*master*), deliver and pay to the said (*master*) all and every such goods, merchandise and other articles and

moneys as by such account shall be shown to be due from the said (*apprentice*) to the said (*master*).

Covenant by father to provide necessaries.

7. The said (*father*) will at his own cost provide the said (*apprentice*) during the said term with sufficient and suitable clothes and apparel, and also with medicine and medical attendance and other necessaries, except as is hereinafter mentioned.

Covenants by master to take apprentice;

8. In consideration of the service of the said (*apprentice*) and of the covenants and stipulations on his part and on the part of the said (*father*) to be observed and performed, and also in consideration of the premium or sum of £—— paid to the said (*master*) by the said (*father*) (the receipt whereof is hereby acknowledged), the said (*master*) agrees to take and accept the said (*apprentice*) as his apprentice during the said term, and to employ him not only at —— aforesaid, but also at other places in the United Kingdom and abroad where the said (*master*) now has or shall hereafter during the said term have dealings.

to employ and instruct apprentice;

9. The said (*master*) will employ and instruct the said (*apprentice*), or cause him to be employed or instructed, in the said trade or business of ——, and in all matters incident thereto, to the best of his skill, knowledge and ability.

to provide board and lodging, or allowance in lieu thereof;

10. The said (*master*) will either provide the said (*apprentice*) with good and sufficient board and lodging in the house of him, the said (*master*), in a similar manner with his own family, and so that the said (*apprentice*) shall at all times take his meals at the table with, and at the same time as, the master and his family; or will, if and whenever the said (*apprentice*) shall be absent from —— aforesaid on the business of the said (*master*), and at any other times if the said (*master*) shall so think proper, pay or allow to the said (*apprentice*) during the said term or any part thereof the sum of £—— per month in lieu and full satisfaction of the board and lodging of the said (*apprentice*).

to pay expenses of journeys, &c.;

11. The said (*master*) will also at all times during the said term pay all the expenses of and incident to any journeys which the said (*apprentice*) shall make to any place or places in the United Kingdom or elsewhere, on the business and by the direction or with the sanction of the said (*master*).

to pay wages.

12. From and after the expiration of the second year of the said term the said (*master*) shall pay to the said (*apprentice*)

wages at the rates and in manner following, that is to say, during the third year of the said term, &c. (*as agreed*).

Apprentice may terminate contract by notice.

13. The said (*apprentice*) shall, if he shall think proper, and if he shall give —— weeks' notice in writing of his intention, be at liberty freely to leave the service of the said (*master*) at the expiration of the —th year of the said term, and use and employ the remaining year [or years] of his apprenticeship to his own benefit and advantage, where and as he shall think fit, without let or hindrance from or by the said (*master*), but so nevertheless that during the said remaining year [or years] the said (*apprentice*) shall not in that case be entitled to any board or lodging, or allowance or payment in lieu or satisfaction thereof respectively, or to any wages from or at the cost of the said (*master*), and that the said (*master*) shall not be entitled to any gains or earnings made by the said (*apprentice*) during that year [*or* those years].

In witness, &c.

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4. ARTICLES *of* Apprenticeship *to an* Architect *and* Surveyor.

Parties.

THIS INDENTURE, made the —— day of ——, 19—, Between (*apprentice*), of, &c., of the first part, (*guardian*), of, &c., of the second part, and (*master*), of, &c., of the third part:

Recitals: of will of apprentice's father;

Whereas A. B., late of, &c., the father of the said (*apprentice*), died on the —— day of ——, 19—, having by his will, dated the —— day of ——, which has since been duly proved, appointed the said (*guardian*) to be the guardian of his children during their respective minorities: And whereas the said (*apprentice*) attained the age of —— years on the —— day of —— last: And whereas the said (*master*) has agreed to take the said (*apprentice*) as his apprentice or pupil on the terms and conditions hereinafter mentioned, for the purpose of his being taught the arts, businesses or employments of an architect and surveyor: NOW THIS INDENTURE WITNESSETH, and it is hereby agreed and declared, and the said (*guardian*), so far as relates to the acts and stipulations on the part of himself and of the said (*apprentice*) to be performed and observed, covenants with the said (*master*), and the said (*master*), so far as relates to the acts and stipulations on his part to be performed and observed, covenants with the said

of age of apprentice; of agreement by master to take apprentice.

Testatum.

(*guardian*), and also separately with the said (*apprentice*), as follows, that is to say:—

1. The said (*apprentice*), of his own free will and accord, and with the consent of the said (*guardian*), hereby places and binds himself as apprentice or pupil with and to the said (*master*) during the term of —— years, to be computed from the —— day of —— next, to learn the arts, businesses or employments of an architect and surveyor. Apprentice binds himself.

2. The said (*apprentice*) will, during the said term, well and truly serve the said (*master*) in the said arts or businesses of an architect and surveyor, and will diligently attend to his business and affairs at the offices of the said (*master*), or elsewhere in the United Kingdom, as he the said (*master*) shall direct, from the hour of —— o'clock in the morning until the hour of —— in the evening, save and except an interval of one hour and a half, which is to be allowed to the said (*apprentice*) for the purpose of dinner and relaxation. Covenant by guardian that apprentice will serve;

3. The said (*apprentice*) will not do or commit any damage, default or waste to his said master, or his business, or affairs, nor knowingly suffer the same to be done, if within his power to prevent it, nor without immediately giving notice thereof to the said (*master*), but will in all respects behave and demean himself as a true and faithful apprentice. and not waste master's property, &c.

4. In consideration of the premises, and also in consideration of the premium or sum of £—— paid to the said (*master*) by the said (*guardian*) (the receipt whereof is hereby acknowledged), the said (*master*) will, from and after the said —— day of —— next, during the said term take and receive the said (*apprentice*) as his apprentice or pupil, and will, according to the best of his skill, knowledge and ability, teach and instruct, or cause to be taught or instructed, the said (*apprentice*) in the several arts, businesses or employments of an architect and of a surveyor, and in all matters and things incident thereto; And will permit the said (*apprentice*) to have free and full access to and information concerning all estimates, calculations, drawings, plans, specifications and other matters and things which shall be made, or caused to be made, by him the said (*master*), or which shall come into his possession or under his control or superintendence, with reference to works or business in which he shall be engaged, employed or consulted (unless he shall see any good and special reason to the contrary in Covenants by master: to instruct;

any particular instance or instances); And generally will give and afford to the said (*apprentice*) all reasonable facilities and opportunities for learning the principles and practice of the said arts, businesses or employments, in such manner as he the said (*master*) now does, or shall at any time hereafter during the said term use or practise the same; And will, every day during the said term, between the hours of —— in the morning and —— in the evening, provide the said (*apprentice*) with proper and convenient accommodation at the office of him the said (*master*), and also will supply the said (*apprentice*), free of charge, with good and sufficient paper, materials, instruments and appliances for the purpose of enabling him to learn and practise the arts, businesses or employments aforesaid.

to pay travelling expenses;

5. In case the said (*master*) shall at any time during the said term employ the said (*apprentice*) away from the office aforesaid in or about any matter or thing connected with any works or business for the time being carried on by or under the superintendence of the said (*master*), he the said (*master*) will bear and pay all expenses of and incident to any journeys undertaken, and all other expenses properly incurred by the said (*apprentice*), with the sanction of the said (*master*), by reason of such employment.

that in case of apprentice's death part of premium shall be returned;

6. If the said (*apprentice*) shall die, or be disabled by illness or accident from following the art, business, or employment of an architect and surveyor (such disability to be certified by two competent medical practitioners), at any time within —— calendar months from the date of these presents, he the said (*master*) will return to the said (*apprentice*), or his executors, administrators or assigns, the sum of £——, part of the said premium or sum of £—— so paid by the said (*guardian*) on behalf of the said (*apprentice*) as aforesaid.

that in case of master's death apprentice shall be assigned to a new master.

7. In case the said (*master*) shall die before the expiration of the said term, then and in such case the executors or administrators of the said (*master*) shall, within —— weeks after his death, at their own cost, assign the said (*apprentice*) to some competent person, being an architect and surveyor, for the residue then unexpired of the said term, upon terms the same or equally advantageous to the said (*apprentice*) as are contained in these presents; in default whereof, the executors or administrators of the said (*master*) shall pay to the said (*apprentice*) the sum of

£—— for every year of the said term which shall be unexpired at the time of the death of the said (*master*).

In witness, &c.

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5. ARTICLES *of* Apprenticeship *to a* Firm *of* Engineers.

THIS INDENTURE, made the —— day of ——, 19—, Between (*apprentice*), of, &c., of the first part, (*father*), of, &c., the father of the said (*apprentice*), of the second part, and (*engineers*), of, &c., mechanical engineers, co-partners, of the third part, WITNESSETH as follows, that is to say:—

Apprentice binds himself.

1. The said (*apprentice*) (hereinafter referred to as the apprentice), with the approbation of his said father, places and binds himself as apprentice to the said (*engineers*), and to the successors and successor of them, and to such other person or persons as may from time to time carry on the business now carried on by them or any of them (all of whom are hereinafter referred to as the firm), to learn the art, trade or business of an engineer, and with the firm, after the manner of an apprentice, to serve from the —— day of —— next, for the term of —— years, at —— aforesaid, or at any other place in England or Wales at which the firm may for the time being carry on their said business.

Covenant by father for service of apprentice.

2. The said (*father*) hereby covenants that the apprentice will, during the said term, well and truly serve the firm in the said art, trade or business of engineers, and will diligently attend to their business and affairs at the offices of the firm, or elsewhere in the United Kingdom, as the firm shall direct.

Covenant by father to provide board, lodging and necessaries.

3. The said (*father*) hereby further covenants with the firm that he will at all times during the said term provide the apprentice with sufficient and suitable board, lodging, washing and clothes, medicine and medical attendance, pocket money and all other necessaries, at —— aforesaid: Provided always, that if the firm shall at any time during the said term employ the apprentice at any place in England or Wales more than —— miles distant from ——, then and in such case and so long as the apprentice shall be so employed, the firm shall find and provide the apprentice with sufficient and suitable board and lodging, and the said (*father*) shall pay to the firm the sum of —— per week in respect thereof.

Proviso in case of employment away from home.

4. In consideration of the service of the apprentice and the

Masters

accept apprentice.

covenants on the part of the apprentice and the said (*father*) hereinbefore contained, and also in consideration of the sum of £—— paid by the said (*father*) to the firm, the receipt whereof is hereby acknowledged, the firm hereby agree to take the apprentice into their said business of mechanical engineers for and during the term aforesaid.

Covenants by masters to teach, &c.

5. The said (*engineers*) covenant with the apprentice, and also separately with the said (*father*), that the firm will during the said term teach and instruct the apprentice, or cause him to be taught and instructed in all branches of the said art, trade, or business, and in all things incident thereto, and give him access to estimates, calculations, specifications, drawings and plans of engines, machines, works or things undertaken or proposed to be undertaken by the firm, and also to their workshops and business premises, and give him every facility for acquiring a full, practical and theoretical knowledge of the business of a mechanical engineer.

Hours of business.

6. The apprentice shall not be required to attend to the business or concerns of the firm any more than —— hours in any one and the same day, namely, from the hour of —— in the morning until the hour of —— in the evening, except two hours to be allowed for dinner and relaxation, unless it shall be unavoidably necessary by reason of extraordinary pressure of business that he should be longer employed.

In case of dissolution of the firm a new master to be provided.

7. It is hereby agreed and declared that if at any time during the said term the firm shall be dissolved, or if they shall cease to carry on, either at —— or some other place in England or Wales, the business aforesaid in all its branches as now carried on by them, then and in any such case the firm, or some or one of the then members thereof, will within the space of one calendar month thereafter find and provide some other firm or competent person carrying on the business aforesaid in all its branches as now carried on by the firm, and will turn over and assign the apprentice to such firm or person upon and subject to the same or the like conditions and stipulations in all respects as are hereinbefore provided in relation to the present apprenticeship; Or in default thereof, the firm, or some or one of the then members thereof, will immediately on the expiration of the said one calendar month refund to the apprentice, or to the said (*father*), the said premium or sum of £ ——, or such part thereof as shall bear the same proportion thereto as the time which shall then be unexpired of

the said term of apprenticeship shall bear to the whole term of the present apprenticeship.

In witness, &c.

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6. ARTICLES *of* Apprenticeship *to a* Surgeon, *the* Premium *to be paid by* Instalments.

THIS INDENTURE, made the —— day of ——, 19—, Between (*apprentice*), of, &c., of the one part, and (*master*), practising as a surgeon and accoucheur at ——, WITNESSETH, and each of them, the said (*apprentice*) and the said (*master*), so far as relates to the acts and stipulations herein contained, and on his part to be performed and observed, covenants with the other of them as follows (*b*), that is to say:—

Apprentice binds himself.

1. The said (*apprentice*) places and binds himself as an apprentice to the said (*master*) for the term of —— years from the date of these presents, to learn the arts or professions of a surgeon and accoucheur.

Covenant by apprentice to serve.

2. The said (*apprentice*) will serve the said (*master*) well and truly during the said term in the arts or professions aforesaid, and not do or commit any damage, default or waste to his said master or his business or affairs, nor knowingly suffer the same to be done or committed if within his power to prevent it, nor without immediately giving notice to the said (*master*), but will behave and demean himself as a true and faithful apprentice in all respects.

Master accepts apprentice.

3. In consideration of the premises and of the premium or sum of £—— paid by the said (*apprentice*) to the said (*master*) upon the execution of these presents (the receipt whereof is hereby acknowledged), and of the further sums of £—— and £—— respectively to be paid by the said (*apprentice*) to the said (*master*) at the times and in the events and manner hereinafter mentioned, the said (*master*) will take and accept the said (*apprentice*) as such apprentice as aforesaid for and during the said term, and will teach and instruct him in the arts or professions aforesaid, and in all matters and things incident or relating thereto, as are now or

(*b*) The apprentice in this case is of age; if he is an infant, his father or guardian will covenant on his behalf.

shall be hereafter practised by him the said (*master*), and to the best of his skill, knowledge and ability.

Master will provide board, &c.

4. The said (*master*) will find and provide the said (*apprentice*) with good and sufficient board at the table of him the said (*master*), and with suitable lodging; and also with medicine and medical attendance, except as regards fees for advice or attendance of any physician or surgeon other than the said (*master*), which it is hereby agreed shall be paid by the said (*apprentice*) himself.

Liberty to apprentice to walk hospitals.

5. The said (*apprentice*) shall, during the last —— years of the said term, for —— days in every week at the least, be at liberty, without let or hindrance of or by the said (*master*), to walk or resort to the —— Hospital, or some other hospital or hospitals to be selected by the said (*apprentice*) with the approval of the said (*master*), and to attend lectures on medicine, surgery and chemistry, and other subjects relating to or connected with the arts or professions hereinbefore mentioned, or any of them.

Further premium to be paid by instalments.

6. The said (*apprentice*) shall pay to the said (*master*) the further premium or sum of £——, by the instalments, at the times and in the events and manner following, that is to say, on the —— day of ——, 19—, the first instalment thereof, being the sum of £——, and on the —— day of ——, 19—, the residue of the said premium, being the sum of £——: PROVIDED ALWAYS, that at the time appointed for payment of the instalment then payable the said (*apprentice*) and the said (*master*) shall then both be living, and that the said (*master*) shall then be in actual practice as a surgeon and accoucheur, and shall have duly observed and performed the covenants herein contained and on his part to be observed and performed, and shall not then have become bankrupt nor made nor entered into any composition, or liquidation, or assignment for the benefit of creditors, or scheme for the arrangement of his affairs within the provisions of the present or any future Bankruptcy Act for the time being in force.

IN WITNESS, &c.

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7. ARTICLES *of* CLERKSHIP *to a* SOLICITOR.

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN (*clerk*), of, &c., of the first part, (*father of clerk*), of, &c., of the second part, and (*solicitor*), of, &c., a solicitor of the

Supreme Court, of the third part, WITNESSETH that the said (*clerk*), of his own free will, and with the consent of the said (*father*), hereby places and binds himself clerk to the said (*solicitor*), to serve him from the day of the date hereof for the full term of five years: AND the said (*father*) hereby covenants with the said (*solicitor*) that the said (*clerk*) will honestly, faithfully and diligently serve the said (*solicitor*), as his clerk, in the profession of a solicitor, during the said term; and that the said (*clerk*) will not, at any time during such term, cancel, obliterate, spoil, destroy, waste, embezzle, spend or make away with any of the books, papers, writings, moneys, stamps, chattels or other property of the said (*solicitor*), his executors, administrators or assigns, or of any firm of which the said (*solicitor*) is or may be a member, or of any of his or their clients or employers, which shall be deposited in his or their hands, or entrusted to his or their custody or possession, which shall come into the care or possession of the said (*clerk*), and that in case the said (*clerk*) shall act contrary to the covenant lastly hereinbefore contained, or if he the said (*solicitor*), his executors, administrators or assigns, or any such firm as aforesaid, or any partner thereof, shall sustain or suffer any loss, damage or prejudice by the misbehaviour, neglect or improper conduct of the said (*clerk*), the said (*father*), his executors or administrators, will indemnify the said (*solicitor*), his executors and administrators, and any such firm or partner as aforesaid, and make good and refund to him or to them the amount or value thereof; and, further, that the said (*clerk*) will, from time to time, and at all times during the said term, keep the secrets of the said (*solicitor*), and any such firm as aforesaid, and of every partner therein, and readily and cheerfully obey and execute his or their lawful and reasonable commands, and will not depart or absent himself from the service or employ of the said (*solicitor*), at any time during the said term, without his consent first obtained, but will from time to time, and at all times during the said term, conduct himself with all due diligence, honesty and propriety: AND the said (*solicitor*), in consideration of the premises, and also of the sum of £—— by the said (*father*) to the said (*solicitor*) paid at or before the execution of these presents (the receipt whereof the said (*solicitor*) hereby acknowledges), covenants with the said (*father*) that the said (*solicitor*) will accept and take the said (*clerk*) as his clerk, and also that the said (*solicitor*) will, by

Clerk binds himself.

Covenants by father.

Covenants by solicitor.

the best ways and means he may or can, and to the utmost of his skill and knowledge, teach and instruct, or cause to be taught and instructed, the said (*clerk*) in the practice or profession of a solicitor which he the said (*solicitor*) now does, or shall at any time hereafter, during the said term, use or practise, and also will, at the expiration of the said term, use his best means and endeavours, at the request, costs and charges of the said (*clerk*), to cause and procure him the said (*clerk*) to be admitted a solicitor of the said Supreme Court of Judicature, or any other Court of law or equity; Provided that the said (*clerk*) shall have faithfully and diligently served his intended clerkship, and passed the required examinations, and duly qualified himself in all other respects to be admitted to practise as a solicitor.

In witness, &c.

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8. ARTICLES *of* Apprenticeship *to a* Schoolmistress *to qualify a* Pupil *as a* Governess.

Parties.

THIS INDENTURE, made the —— day of ——, 19—, Between (*apprentice*), of the first part, (*father of the apprentice*), of, &c., of the second part, and (*mistress*), of, &c., schoolmistress, of the third part, WITNESSETH as follows:—

Apprentice binds herself.

1. The said (*apprentice*), of her own free will, and with the consent of the said (*father*), hereby places and binds herself as apprenticed pupil to the said (*mistress*), to be taught and instructed in the art, science or occupation of governess and teacher of young ladies in various branches of education and accomplishments customarily taught in seminaries for female education, to live with, continue, and serve her as an apprentice from the —— day of —— for the term of —— years.

Covenants by father for faithful service.

2. The said (*father*) hereby covenants with the said (*mistress*) that during the said term the said (*apprentice*) shall well and faithfully serve, conduct and demean herself to her the said (*mistress*), and in all things ever willingly attend to and obey all her lawful orders, instructions and advice.

3. In consideration of the service of the said (*apprentice*) and of the covenant on the part of her father, and also in consideration of the premium or sum of £—— paid to the said (*mistress*) by the said (*father*) (the receipt whereof is hereby acknowledged), the

said (*mistress*) hereby covenants with the said (*father*), and also with the said (*apprentice*), that she the said (*mistress*) will, during the said term, take and receive as her apprenticed pupil, and well and sufficiently teach and instruct, or cause to be well and sufficiently taught and instructed, her the said (*apprentice*) in the English, French, [German] and Italian languages, and the arts or accomplishments of music upon or with the pianoforte [and violin or harp], drawing in or with crayons, painting in or with water colours, and dancing; all which accomplishments shall be taught under or by good and competent masters and other teachers; together with fancy or ornamental needlework, and all other arts or accomplishments usually taught unto or learnt by ladies of gentle birth and education in the superior or best seminaries for female education, and so, and in such manner, and in order that she the said (*apprentice*) shall or may, at the end of her said apprenticeship or pupilage, be competent to teach the various arts, sciences and accomplishments aforesaid as assistant governess or teacher in a private family or school for female education. Covenants by mistress to instruct;

4. The said (*mistress*) will also, at the expiration of the said apprenticeship or pupilage, give a true and faithful character indicating the abilities and competence of her the said (*apprentice*) therein, as and when thereto requested by her the said (*apprentice*), or her said father or other friends. to give character at expiration of apprenticeship;

5. The said (*mistress*) will also during the said term find and provide the said (*apprentice*) with good, wholesome and proper food, drink, washing and lodging, and all other necessaries, including medicine and medical and surgical aid and attendance. to provide apprentice with necessaries.

In witness, &c.

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9. ASSIGNMENT *of* Indenture *of* Apprenticeship (*by* Endorsement).

THIS INDENTURE, made the —— day of ——, 19—, Between the within-named (*master*), of the first part, the within-named (*apprentice*), of the second part, the within-named (*father of apprentice*), of the third part, and (*new master*), of, &c., of the fourth part, WITNESSETH that in consideration of the sum of £—— paid by the said (*old master*) to the said (*new master*), the said (*old master*), with the consent of the said (*apprentice*), and Parties. *Testatum.* Assignment of apprenticeship.

at the request of the said (*father*), hereby assigns unto the said (*new master*) the within-written indenture of apprenticeship, and all the benefit thereof, and all the right, interest, claim and demand of the said (*old master*) thereunder: To HOLD the same for the residue now unexpired of the within-mentioned term of years: AND the said (*father*) hereby covenants with the said (*new master*) that the said (*apprentice*) shall faithfully, diligently and honestly serve the said (*new master*) as his apprentice during the residue of the said term, and that he the said (*father*) will perform and observe all the covenants on his part contained in the within-written indenture in as full and perfect a manner as if they were herein repeated and entered into with the said (*new master*): AND the said (*new master*) hereby covenants with the said (*father*) and with the said (*old master*) that he the said (*new master*) will, during the remainder of the said term, to the utmost of his skill and knowledge, instruct the said (*apprentice*) in the trade or business of a ——, which he the said (*new master*) now doth or shall hereafter practise, and will perform and observe all the covenants on the part of the said (*old master*) contained in the within-written indenture so far as the same remain to be performed and observed in as full a manner as if they were herein repeated and entered into by the said (*new master*), and will keep the said (*old master*) indemnified from the same, and all actions, claims and demands in respect thereof.

Covenants by father with new master.

Covenants by new master.

IN WITNESS, &c.

ARBITRATION AND AWARD (*a*).

SUBMISSIONS (*b*).

1. AGREEMENT *of* REFERENCE: *Concise form.*

WE agree to refer all matters in difference between us to the award of X. Y.

Dated the -- day of ——.

A. B.
C. D.

(*a*) See also "Agricultural Holdings" and "Compensation."

(*b*) For terms deemed to be included in all submissions out of Court,

2. GENERAL FORM *of* SUBMISSION *by* AGREEMENT.

1. MEMORANDUM OF AN AGREEMENT made this —— day of ——, 19—, BETWEEN A. B., of, &c., and C. D., of, &c.

Recital of differences, subject referred.

2. WHEREAS disputes and differences have arisen, and are still subsisting between the above-mentioned parties, IT IS HEREBY AGREED by and between them to refer all disputes and matters in difference whatsoever between them.

Appointment of arbitrator.

3. To the award, order, and final determination of X. Y., of, &c., esquire, barrister-at-law.

Formal requisites of award.

4. So as the above-mentioned arbitrator make and publish his award in writing, and signed by him, of and concerning the matters referred, ready to be delivered to the parties or to either of them.

Death of party no revocation.

5. Or if they or either of them shall be dead before the making of the award, to their respective personal representatives who shall require the same (*c*).

Duration, power to enlarge time.

6. On or before the —— day of —— next (*d*), or on or before any other day to which the arbitrator shall, by any writing signed by him, indorsed on this submission, from time to time enlarge the time for making his award.

Power over costs.

7. AND IT IS FURTHER AGREED, that the costs of preparing and executing these presents and a duplicate hereof, and the costs of the reference and award, shall be in the discretion of the arbitrator, who may direct to, and by whom, and in what manner, the same or any part thereof shall be paid.

Parties and witnesses to be sworn.

8. And that the witnesses on the reference and the parties (if examined) shall be examined on oath or affirmation.

Power to proceed *ex parte*.

9. And that the arbitrator shall be at liberty to proceed *ex parte*, in case either party, after reasonable notice, shall at any time neglect or refuse to attend on the reference, without having previously shown to the said arbitrator what the latter shall consider good and sufficient cause for omitting to attend.

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unless the contrary is expressed, see the schedule to the Arbitration Act, 1889 (52 & 53 Vict. c. 49).

(*c*) Formerly if either party died before the award was made, the power of the arbitrator was wholly gone, but under the Act of 1889, the submission is generally irrevocable except by leave of the Court.

(*d*) If no time is fixed, the arbitrators are allowed three months after entering on the reference, or being called on to act, but they can enlarge the time.

Power to call for documents.

10. And that the parties respectively shall produce before the arbitrator all books, deeds, papers, accounts, vouchers, writings, and documents within their possession or control, which the arbitrator may require and call for, as in his judgment relating to the matters referred.

Parties to forward, not prevent award.

11. And that the parties respectively shall do all other acts necessary to enable the arbitrator to make a just award; and that neither of them shall wilfully and wrongly do or cause to be done any act to delay or prevent the arbitrator from making his award.

Parties to abide by award.

12. And it is further agreed, that the said parties, their executors and administrators, shall, on their respective parts, in all things stand to, obey, abide by, perform, fulfil, and keep the award, so to be made and published as aforesaid (*e*).

Parties not to bring action.

13. And that none of them shall bring or prosecute action against the arbitrator or against any other of them concerning the matters referred.

Power to refer back award.

14. And it is further agreed, that in the event of either of the parties, their executors or administrators, being dissatisfied with the award, or disputing its validity, and moving the Court to set the same or any part thereof aside, or on any motion being made respecting the said award, the said Court, whether the award be insufficient in law or not, shall have power, if it shall think fit, to remit the award, or the matters hereby referred, or any of them, from time to time, to the reconsideration and determination of the said arbitrator.

Conclusion.

15. In witness whereof the said parties have hereunto set their hands, the day and year first above written.

Witness, O. P.

A. B.
C. D.

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3. CLAUSES *in* Submissions.

Recital special differences; matters referred.

16. [*This clause may be used instead of clause 2, in the last Precedent.*]—Whereas certain differences and disputes have arisen and are still pending between the said parties (for instance, as to whether the said A. B. is indebted to the said C. D. in any

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(*e*) By sect. 12 of the Act of 1889, an award may now be enforced as a judgment or order. An action may also be brought upon it.

and what sum of money, and as to the price the said C. D. ought to pay for the stock-in-trade taken by him off the hands of the said A. B.), It is agreed by and between them that the same shall be referred, &c.

Recital action pending; matters referred.

17. [*Instead of clause* 2, *last Precedent.*]—Whereas an action is now depending in the King's Bench Division of his Majesty's High Court of Justice, wherein the said A. B. is the plaintiff, and the said C. D. the defendant, It is agreed that the same, and all matters in difference between the parties, shall be referred, &c.

Recital partnership; matters referred.

18. [*Instead of clause* 2, *last Precedent.*]—Whereas A. B., C. D., E. F., G. H., and I. K. have carried on the business of ——, in partnership, and the accounts between them have become involved, and differences have arisen among them relating thereto, It is hereby agreed that the co-partnership accounts and all matters in difference between the parties, or any of them, or between any one or more of them, and any other one or more of them, shall be referred, &c.

Appointment of two arbitrators and umpire.

19. [*Instead of Clause* 3, *last Precedent.*]—To the award, order, and determination of U. V. and X. Y., arbitrators nominated by the said A. B. and the said C. D. respectively, and in case the said arbitrators shall not agree, to the umpirage of S. T. [*or,* in case they shall not agree, to the award of such person as the said arbitrators shall appoint as umpire; *or,* in case they disagree about making an award, or fail to make an award before the —— day of ——], then to the award, umpirage, and determination of such umpire as the said arbitrators shall, by writing under their hands, indorsed on these presents, before they enter upon the consideration of the matters referred, nominate and appoint.

Formal requisites of award.

20. [*Instead of clause* 4, *last Precedent.*]—so as the said arbitrators [*or,* the said arbitrators or umpire] make and publish [his or] their award [*or,* umpirage] in writing, under [his or] their hands [*or,* under their hands and seals], of and concerning the matters referred, ready to be delivered to the parties or any of them.

Duration, powers to enlarge.

21. [*Instead of clause* 6, *last Precedent.*]—(*When the arbitrator is to have no power to enlarge the time, omit all in clause* 6 *that follows the word "next."*) (*When the arbitrator is to have a limited power of enlargement, say*) on or before the —— day of ——, or on or before any other day not later than the —— day of —— to which the said arbitrator (*where there are arbitrators and*

an umpire with the same limit of time, say: the said arbitrators or umpire) shall (*it is better to add:* by any writing *or* by any writing signed by him [*or,* him or them], *or* by any writing under his hand [*or,* his or their hands] at the foot of these presents) enlarge the time for making his [*or,* his or their] award [*or,* award and umpirage].

Death of party not to affect submission.

22. That the submission hereby made shall not be defeated or affected by the death of the said parties, or any of them, pending the same, but shall or may be proceeded in, and the matters in difference determined, in the same manner as if the award of the said arbitrators had been made or determined in the lifetime of the party or parties so dying; and the executor or administrator, executors or administrators, of the party or parties so dying shall be, and be deemed and considered to be, a party or parties to the submission hereby made.

Costs of reference to abide event.

23. [*Instead of clause 7, last Precedent.*]—that the costs of the reference and award shall abide the event of the award.

Costs of cause abide event.

24. [*Instead of clause 7, last Precedent.*]—(*When an action is referred, with or without other matters, a common provision is*) that the costs of the cause [*or,* of the cause and of the special jury] shall abide the event of the award as to the "cause," and that the costs of the reference and award shall be in the discretion of the arbitrator, who may direct to, and by whom, and in what manner, the same or any part thereof shall be paid. (*The following addition is very useful with respect to the costs of an action when they abide the event*)—and that the arbitrator shall have all the powers of certifying which a judge of the High Court of Justice would have had on the trial of the said cause.

Costs of reference in arbitrator's discretion.

Power to certify for costs.

Power to employ an accountant.

25. That the arbitrator, if he shall think it necessary, shall be at liberty and he is hereby authorised to appoint an accountant to assist him, at the expense of the said parties, who shall be liable to such accountant for his reasonable remuneration; and that as between the said parties the expense of such accountant shall be borne and paid in equal moieties by the said parties [*or,* shall be in the discretion of the arbitrator]; such accountant to be required to make his solemn declaration, according to the statute, of the truth of the account or statement to be made out by him (*f*).

(*f*) An arbitrator may not delegate to another person his authority to decide a case submitted to him, but he may submit a question affecting

26. That the arbitrator shall be at liberty to order and determine what he shall think fit to be done by either of the parties respecting the matters referred, or any of them. Power to order what shall be done.

27. That if either party shall by affected delay, or otherwise, wilfully prevent the arbitrator from proceeding in the reference, or from making his award, he shall pay such costs to the other as the above-mentioned Court [*or*, the arbitrator] shall think reasonable. Party preventing arbitrator to pay costs.

28. And the said parties [*or*, the said solicitor of the said parties] jointly and severally agree to and with the said arbitrator, in consideration of his taking upon himself the burthen of the reference, to pay to the said arbitrator his reasonable charges for the arbitration and award. Parties to pay arbitrator's charges.

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4. AGREEMENT *of* Reference *by* Executor *as to* Testator's Estate.

MEMORANDUM OF AGREEMENT made this —— day of ——, 19—, Between A. B., of, &c., and C. D., of, &c.

Whereas the said A. B. is executor of the last will and testament of E. F., late of, &c., deceased, and whereas certain differences have arisen between the said A. B., as such executor, and the said C. D., in regard to claims by the said A. B., as such executor, against the said C. D., and by the said C. D. against the said A. B. in respect of the said testator's estate; It is hereby agreed by and between the said parties to refer all matters in difference respecting the said testator's estate to the final award of X. Y., of, &c., for him to determine whether the said A. B., as such executor, has any and what claim against the said C. D., and whether the said C. D. has any and what claim against the said testator's estate, so as, &c. (*continue as in last Precedent, clauses* 4, 5, 6). Recitals.

And it is further agreed that this submission to arbitration shall not be deemed or taken to be an admission by the said A. B. that he has assets of the said testator,* but that the said A. B. shall be at liberty to deny before the said arbitrator that at the date of this submission he had any assets in his hands Reference not to be an admission of assets.

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the merits of the case to another person, and after hearing such person's opinion may adopt it as his own.

lawfully liable to the demands of the said C. D. [*or*, at any time before the case is closed, that he has at the time of such denial assets in his hands lawfully liable to the demands of the said C. D.]; and if the said A. B. shall make such denial as aforesaid, that he the said arbitrator, if requested by the said C. D., shall inquire whether at the date of this submission the said A. B. had [*or*, whether at the time of such inquiry the said A. B. has] assets of the said testator lawfully liable to pay the whole or any part of the sums claimed by the said C. D. And if the said arbitrator shall, on the balance, find any money to be due to the said C. D., he shall, if he shall find that the said A. B. had at the time to which the said inquiry referred assets liable to the demands of the said C. D., direct the said A. B. to pay to the said C. D. the balance, or so much thereof as the assets so found to be liable shall be sufficient to satisfy. And if the said arbitrator shall find that the said A. B. had no such assets, or not enough of such assets to pay the whole amount so found due to the said C. D., he shall be at liberty to award that the said A. B. shall pay to the said C. D. the said amount (or as much thereof as the assets in hand do not avail to satisfy as aforesaid) out of any assets which may have come into the hands of the said A. B. since the time to which the said inquiry respecting the assets refers, or which may hereafter come into them. And that if the said arbitrator shall find any money due from the said C. D., he shall direct the latter to pay the same to the said A. B. (*Add such other clauses as may be suitable*).

Arbitrator to inquire as to assets.

Finding assets, to direct executor to pay sum due.

Finding no assets, to direct executor to pay out of assets quando.

Arbitrator to direct payment to executor of money due.

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5. AGREEMENT *of* REFERENCE *by* EXECUTOR *as to* LIABILITY, *not as to* ASSETS.

(*Commence as in the last Precedent as far as the asterisk*)—and that the said arbitrator shall not consider or inquire whether the said A. B. had or has any assets of the said testator, nor shall his award conclude, or be construed to conclude, any questions as to assets, but shall leave the same entirely open.

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6. ARBITRATION CLAUSE *in* DEED *of* PARTNERSHIP.

AND the said A. B. and the said C. D. do each of them, for himself, his executors and administrators, covenant, promise, and agree to and with the other of them, his executors and administrators, that if at any time or times during the co-partnership, or at or after any determination thereof, any variance, dispute, doubt, or question shall arise or happen between the said parties or either of them, their executors or administrators, in, for, about, or touching the consideration of these presents, or the joint concern or co-partnership, or any covenant, agreement, clause, matter, or thing herein contained, or in the construction hereof, or in anywise relating hereto; then every such variance, dispute, doubt, or question shall be referred to, and be resolved and determined by, two fit and indifferent persons, to be elected and chosen one by each of the said partners, within twenty days next after such variance, dispute, doubt, or question shall have arisen or happened; with power to the arbitrators to elect an umpire in case of dispute: AND that each of the said partners, his executors and administrators, shall abide by, perform, and keep the award and determination of the arbitrators, or of their umpire.

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7. SUBMISSION *by* DEED *as to differences between various* PARTIES.

THIS INDENTURE, made, &c., BETWEEN A. B., of, &c., and C. D., of, &c., of the first part, E. F., of, &c., of the second part, and G. H., of, &c., of the third part.

WHEREAS differences have arisen and are depending between the said A. B. and C. D. and the said E. F., and also between the said A. B. and the said E. F., and also between the said E. F. and the said G. H., touching and concerning (*here shortly state the matters*): AND in order to put an end to the said differences the said parties have agreed to refer the same [*or*, all matters in difference] to the award of X. Y., of, &c. Recital. Agreement to refer.

NOW THIS INDENTURE WITNESSES, that they the said A. B., C. D., E. F., and G. H. do and each of them doth, each for himself severally and respectively, and for his several and Consent to abide by award.

respective heirs, executors, and administrators, covenant and agree with each other, his heirs, executors, and administrators respectively, to stand to, abide by, observe, and perform the award and determination of the said X. Y. of and concerning the premises aforesaid; so as the above-mentioned arbitrator (*continue as in Precedent 2, clauses* 4, 5, *and* 6). And the said parties do hereby further agree that (*add clauses considered advisable*). In WITNESS whereof the said parties hereto set their hands and seals, the —— day of ——, in the year of our Lord 19—.

Signed, sealed, and delivered by the said ——, in the presence of

A. B. (L.S.)
C. D. (L.S.)
E. F. (L.S.)
G. H. (L.S.)

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8. SUBMISSION *of* CLAIM *under* POLICY *of* FIRE INSURANCE.

THIS AGREEMENT made the —— day of ——, BETWEEN A. B., of, &c. (hereinafter called the claimant), of the one part, and the —— Assurance Corporation (hereinafter called the corporation), of the other part. WHEREAS the claimant, on the —— day of ——, effected with the corporation the policy of insurance numbered —— against loss or damage by fire on certain property therein mentioned in the sum of £——. AND WHEREAS on the —— day of —— a fire occurred on the premises in the said policy of insurance mentioned. AND WHEREAS on the —— day of —— the claimant delivered to the corporation a claim for his alleged loss and damage by the said fire to the goods and effects upon the said premises amounting to the sum of £——, which claim the corporation disputes. AND WHEREAS the parties hereto are bound by clause —— of the said policy to refer to arbitration all differences which shall arise between the corporation and the assured touching any loss or damage. NOW IT IS HEREBY AGREED between the parties hereto that the matters agreed to be referred to arbitration by the aforesaid clause —— of the said policy shall be referred to the award of ——, of, &c., barrister-at-law, and that the costs of the said reference and of the award shall be in the discretion of

Fire.

Claim.

Claim disputed.

Obligation to refer.

Agreement to refer.

the said arbitrator, and that in all other respects the reference shall be subject to the Arbitration Act, 1889, as a submission made by consent out of Court. Subject to Arbitration Act, 1889.

As WITNESS the hands of the parties the day and year first above written.

The —— Assurance Corporation,
Witness, ——. —— (*Manager*),
Witness, ——. A. B.

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9. SUBMISSION *of* DISPUTES *arising out of a* PURCHASE.

THIS AGREEMENT made the —— day of ——, BETWEEN (*vendor*), of, &c., of the one part, and (*purchaser*), of, &c., of the other part. WHEREAS by an agreement dated, &c. (*recite agreement for purchase, &c.*). AND WHEREAS disputes and differences exist between the said (*vendor*) and the said (*purchaser*) respecting the said agreement, and otherwise relating to the premises. NOW THESE PRESENTS WITNESS that it is hereby agreed as follows, that is to say:— Recital of agreement. That disputes exist between the parties. *Testatum.*

1. All disputes and differences which exist between the said parties and also all other disputes and differences that may, at any time or times before the last ten days immediately preceding the day which shall be appointed by the arbitrator hereinafter named for his first sitting in the arbitration to be made in pursuance of these presents, exist between the said parties, or any matters and things relating thereto, or arising out of the said agreement, shall be referred to the arbitration of (*arbitrator*), of, &c. Disputes to be referred.

2. The solicitor of each of the said parties shall state in writing all the matters and things intended to be referred by his client to the arbitrator, and shall, at least ten days before the day appointed by the arbitrator for his first sitting on the arbitration, deliver a copy of such statement to the solicitor of the other party; and only those matters and things which shall be comprehended in such respective statements shall be taken into consideration by the arbitrator. Statement of matters intended to be referred.

3. The arbitrator shall give at least —— days' previous notice to the solicitor of each of the parties of the day on which he intends to hold his first sitting on the said arbitration. Arbitrator to give notice of his first sitting.

4. Neither of the parties, his heirs, executors, or administrators, Parties not to bring action.

shall bring any action or suit against the other of them in relation to the premises, or against the arbitrator.

In witness, &c.

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10. SUBMISSION *of* Matters *of* Account *to two* Arbitrators *and an* Umpire (*g*).

Title of action.

In the High Court of Justice,
King's Bench Division.
Between E. F. . . . . Plaintiff,
and
A. B. and C. D. . . Defendants.

Recital of dealings between parties; disputes, and two actions.

Whereas there have been divers dealings and transactions between the above-named E. F. and A. B., before and since the —— day of ——, on which there was due and owing from the said A. B. to the said E. F. the sum of £——; and there have been also divers dealings and transactions between the said E. F. and the said A. B. and C. D., since the said —— day of ——; and several questions, disputes, and controversies have arisen, and are subsisting, not only between the said E. F. and the said A. B., but also between the said E. F. and the said A. B. and C. D.: And whereas there is now pending in the King's Bench Division of His Majesty's High Court of Justice an action, wherein the said E. F. is plaintiff, and the said A. B. and C. D. are defendants; and also an action in the Chancery Division of the same Court, in which the said A. B. and C. D. are plaintiffs, and the said E. F. is defendant, touching the said dealings and transactions, and the accounts relating thereto, in which last-mentioned action the said E. F. has filed a counterclaim against the said A. B. and C. D.

Testatum. NOW IT IS HEREBY AGREED by and among the said E. F., A. B., and C. D. as follows, that is to say:—

Agreement to refer.

1. All questions, disputes, and controversies in anywise relating to or concerning such dealings or transactions, as well between the said E. F. and the said A. B. as between the said E. F. and the said A. B. and C. D., and the accounts relating thereto, shall be

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(*g*) It is inexpedient to refer to three arbitrators, as in such case the parties are deprived of the power in certain cases of invoking the assistance of the Court. See *Smith* v. *Nelson* (1890), 25 Q. B. D. 545.

referred to the award and determination of two arbitrators, to be chosen one by each party hereto, and in case the said arbitrators disagree, or fail to make an award within —— months after entering on the reference, or after having been called on to act by notice in writing from any party to the submission, then to the award, umpirage, and determination of such person as the said arbitrators shall appoint as umpire.

Arbitrators and umpire may investigate accounts, and award a greater or less sum.

2. Notwithstanding the bond referred to in the statement of claim in the last-mentioned action, the arbitrators and umpire are to be at liberty to investigate the whole of the accounts, dealings, and transactions between the parties, and to award a greater or less sum to be due from the said A. B. and C. D., or either of them, jointly or separately, to the said E. F., and to determine the true balances between the said parties, upon the whole of the accounts, dealings, and transactions: Provided, however, that the arbitrators or umpire shall not be at liberty to question the balance before stated to be due from the said A. B. to the said E. F. on the —— day of ——; And to appoint how and in what proportions such balances shall be paid, and by and to whom.

Actions to be discontinued and dismissed, with or without costs.

3. The arbitrators and umpire shall be at liberty to direct the said actions to be discontinued or dismissed, with or without costs; but if with costs, then to ascertain whether such costs are to be paid as between solicitor and client or as between party and party; and when, and by, and to whom they shall be paid.

Each party may inspect books, &c.

4. Each of the parties shall in the meantime be at liberty to inspect, peruse, and have copies of all or any of the books, papers, and writings in the hands, custody, or power of the other or others of them the parties respectively, relating to the matters in reference.

Power for arbitrators to proceed *ex parte*, after notice.

5. If either party shall, in the opinion of the arbitrators or umpire, without sufficient cause, by non-attendance or non-production of books, papers, or writings, or otherwise delay or impede, or attempt to delay or impede, the progress of the arbitrators or umpire in making their or his award, the arbitrators or umpire shall be at liberty to proceed *ex parte*, after two days' clear notice to the party or parties causing such delay or impediment as aforesaid, to be left at his or their dwelling-house or place of business.

Arbitrators may employ

6. The arbitrators or umpire, if they or he shall think it necessary, shall be at liberty to appoint an accountant to their or his

an accountant.

assistance; the expense of such accountant to be paid one-half by the said E. F., and the other half by the said A. B. and C. D.; such accountant to be required to make his solemn declaration, according to the statute, of the truth of the account or statement to be made out by him.

Stay of proceedings.

7. All proceedings in the said actions shall be stayed until the —— day of —— next, when, if no award shall be made, and the time for making the same shall not be enlarged, each of the parties shall be at liberty to proceed as they or either of them shall be advised.

Death of parties not to affect the reference.

8. The submission hereby made shall not be defeated or affected by the death of the parties, or any of them, pending the same, but shall be proceeded with, and the matters in difference determined, in the same manner as if the award of the arbitrators or umpire had been made and delivered in the lifetime of the party or parties so dying; and the executor or administrator, executors or administrators, of the party or parties so dying shall be, and be deemed and considered to be, to all intents and purposes, a party or parties to the reference or submission hereby made.

Expenses of arbitration.

9. The expenses of the arbitration and award shall be paid one-half by the said E. F., and the other half by the said A. B. and C. D.

In witness, &c.

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11. SUBMISSION *by* Bond, *in the Common Form.*

Common obligation from one to one.

A general condition of a common arbitration bond.

KNOW ALL MEN that I (*obligor*), of, &c., am bound to (*obligee*), of, &c., in the sum of (*penalty*) to be paid to the said (*obligee*), or to his attorney, executors, administrators, or assigns. For which payment I bind myself by these presents. Sealed with my seal. Dated this —— day of ——, 19—.

THE CONDITION of the above-written bond is such that if the said (*obligor*), his heirs, executors, and administrators, shall in all things well and truly obey, abide by, and perform the award and final determination of (*arbitrator*), of, &c., arbitrator named as well on behalf of the above-bounden (*obligor*), as of the above-named (*obligee*), to award and determine concerning all actions, causes of action, claims, and demands whatsoever, which at any time or times heretofore have been had, brought, commenced, done,

suffered, or depending by and between the parties; so as the said award be made in writing, under the hand of the arbitrator, and ready to be delivered to the parties, or if they or either of them shall be dead before the award shall have been made to their respective executors or administrators, who shall desire the same, on or before the —— day of —— next [*or*, on or before such other day, not beyond the —— day of ——, as the arbitrator shall, by writing under his hand, from time to time appoint], then the above-written bond shall be void, and of no effect.

Signed, sealed, and delivered
in the presence of

APPOINTMENT OF ARBITRATORS AND UMPIRES.

12. APPOINTMENT *of an* ARBITRATOR *in pursuance of an Arbitration Clause in* ARTICLES *of* PARTNERSHIP.

MEMORANDUM.

WHEREAS by articles of partnership, dated, &c., and made, &c., amongst other things, IT WAS AGREED, that in case any dispute or question should arise between the said parties relative to the construction of the said articles, or to all or any of the matters or things therein contained, the same should be referred to the arbitration of two indifferent persons, one to be named by each of the parties, with power for such arbitrators to appoint an umpire in case of their disagreement: And that the award of the said arbitrators or umpire should be final and conclusive: AND WHEREAS disputes have arisen between the said parties relating to their partnership (and also relating to several other matters and things), and they have, in pursuance of the said covenant, agreed to refer the same accordingly. NOW, THEREFORE, I (*partner*) hereby nominate and appoint (*arbitrator*), of, &c., an arbitrator for me and on my behalf, to hear and determine the disputes aforesaid, in accordance with the provisions of the said articles of partnership.

Recital of articles of partnership.

that disputes have arisen.

Appointment of arbitrator.

Dated the —— day of ——, 19—.

Witness, A. B. (*Signature.*)

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13. APPOINTMENT *of* UMPIRE *by* ARBITRATORS *indorsed on* SUBMISSION.

WE, the within-named U. V. and X. Y., do hereby nominate and appoint Q. R., of, &c., to be umpire, pursuant to the within-contained provisions. As WITNESS our hands this —— day of ——, 19—.

Witness, O. P.

U. V.
X. Y.

14. APPOINTMENT *of an* UMPIRE *by* ARBITRATORS.

PURSUANT to the powers given us "by an agreement of reference" made on the —— day of —— by A. B., of, &c., and C. D., of, &c., respectively, we, the thereby appointed arbitrators, do by these presents nominate and appoint Q. R., of, &c., to be the umpire, according to the provisions of the above-mentioned "agreement of reference." As WITNESS our hands this —— day of ——.

Witness, O. P.

U. V.
X. Y.

PROCEEDINGS DURING THE REFERENCE.

15. APPOINTMENT *for a* MEETING *in* (*h*) *the* REFERENCE.

B., plaintiff,
v.
D., defendant.
Or,
IN THE MATTER of the arbitration between A. B. and C. D.
[*Aug.* 24, 19—.]

I appoint [*Monday*], the [*fifth*] day of [*September*] next, for proceeding in this reference [*or*, inquiry directed by the order of reference dated the —— day of ——], at the hour of [*eleven*] o'clock [*in the forenoon*], at ——.

X. Y. (*Arbitrator*).

To Messrs. E. and F., solicitors for A. B.,
and to Mr. G. H., solicitor for C. D.
[*or*, to the party, if appearing in person].

(*h*) The arbitrator should appoint the time and place for meeting. It is usually arranged to suit the convenience of all parties, but the arbitrator may use his discretion, and the Court will not interfere unless he acts unfairly.

16. APPOINTMENT *with* NOTICE ARBITRATOR *will proceed Ex parte.*

B. v. D. } I appoint [*Monday*], the [*third*] day of [*January*] next, for proceeding in this reference, at the hour of [*eleven*] o'clock [*in the forenoon*], at [——, *King Street, Cheapside*]: AND I GIVE NOTICE that in case either party (*if one party only be delaying, say:* you, A. B.) fail to attend without having previously shown to me good and sufficient cause for his absenting himself [*or,* for your absenting yourself], I shall, at the request of the other party [*or,* C. D.], if present, go on with the reference *ex parte*.

The —— day of ——, 19—.

X. Y.

To Messrs. A. B. and C. D.
[*or,* To Mr. A. B.]

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17. FORM *of* OATH *to be administered by the* ARBITRATOR.

THE evidence which you shall give before me, the arbitrator, touching the matters in difference in this reference, shall be the truth, the whole truth, and nothing but the truth; so help you God.

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18. ANOTHER FORM *of* OATH.

YOU shall true answers make to all such questions as shall be asked of you touching the matters in difference in this reference; so help you God.

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19. FORM *of* AFFIRMATION.

I, A. B., being [*or,* having been] one of the people called Quakers [*or,* one of the united brethren called Moravians; *or,* being a Separatist], do solemnly, sincerely, and truly affirm and declare, that the evidence which I shall give before you, the arbitrator, touching the matters in difference in this reference, shall be the truth, the whole truth, and nothing but the truth.

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20. ANOTHER FORM *of* AFFIRMATION.

I SOLEMNLY, sincerely, and truly affirm and declare that I will true answers make to all such questions as shall be asked of me touching the matters in difference in this reference.

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21. NOTICE *by* ARBITRATORS *to* UMPIRE *of final disagreement.*

SIR,

WE HEREBY GIVE YOU NOTICE that we cannot and shall not be able to agree in making an award, but have finally disagreed about the same, and we hereby request you to proceed as umpire to consider and award upon the matters referred.

The —— day of ——, 19—.

U. V.
X. Y. } (*Arbitrators*).

To Q. R., Esquire (*Umpire*).

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22. ENLARGEMENT *of* TIME *by* ARBITRATOR.

I ENLARGE the time for making my award respecting the matters referred to me by the (*if the enlargement of time is to be indorsed on the submission, say:* within order of reference [*or other submission*]; *if it is to be written at the foot of the submission, say:* above order of reference [*or other submission*]), until the —— day of ——, 19—(*i*).

The —— day of ——, 19—.

X. Y.

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23. ENLARGEMENT *of* TIME *by the* PARTIES.

[*Enlargement indorsed on the submission.*]—We, the within-named A. B. and C. D., do hereby agree to give and allow to the

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(*i*) The arbitrators may "from time to time" enlarge their time for making the award, provided the time originally given them, or so extended, has not elapsed, and unless the submission excludes such power (Schedule to Act of 1889). "Arbitrators" includes a single arbitrator (Interpretation Act, 1889, s. 1).

within-named arbitrator a further time for making his award, namely, until the —— day of ——, 19—; and we further declare and agree that all the provisions of the within-contained submission shall continue of full force and effect, except that the same shall be construed and read as if the day hereby given and allowed had been given and allowed for the making of the award by the within-contained submission.

IN WITNESS WHEREOF we have hereunto set our hands (*if the submission be by bond or deed, say:* our hands and seals) this —— day of ——, 19— (*k*).

Witness, O. P. A. B.
C. D.

24. REVOCATION *of* SUBMISSION *by a* PARTY.

KNOW ALL MEN BY THESE PRESENTS, that I, A. B., of, &c., have revoked, annulled, and made void, and by these presents do revoke, annul, and make void, all the power and authority which by (*recite the submission, for instance*) a certain agreement of reference in writing, made the —— day of ——, 19—, between me, the said A. B., and C. D., of, &c., were conferred upon X. Y., of, &c., the arbitrator thereby appointed to award and determine on certain matters in difference between me and the said C. D.; and I do hereby discharge and prohibit the said X. Y. from making any award, or from any further proceeding in the said arbitration.

AS WITNESS my hand (*if the submission be by bond or deed, say:* hand and seal), this —— day of ——, 19— (*l*).

Witness, O. P.

A. B. (*if by deed,* L.S.).

(*k*) This is to provide for a case where the arbitrator has no power to extend the time, either because the submission took away his power, or because he has allowed the full time to elapse, or otherwise.

(*l*) These forms will now be seldom used, for by the Act of 1889, s. 1, "a submission, unless a contrary intention is expressed therein, shall be irrevocable, except by leave of the Court or a judge."

25. NOTICE *of* REVOCATION *to* ARBITRATOR.

SIR,

I HEREBY GIVE YOU NOTICE that by a writing under my hand [*and seal*], dated the —— day of ——, 19—, I have revoked, annulled, and made void your authority as arbitrator; and I hereby discharge and prohibit you from further proceeding in the matters of the arbitration between me and C. D.

Dated the —— day of ——, 19— (*l*).

To X. Y., Esquire. A. B.

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26. NOTICE *to* PARTIES *of* AWARD *made*.

GENTLEMEN,

I HEREBY GIVE YOU NOTICE that I have made and published my award in writing respecting the matters in difference between Mr. A. B. and Mr. C. D. referred to me, and that it lies at my chambers [*or other place specified*] ready to be delivered.

The charges amount to £——.

Yours truly,

X. Y.

The —— day of ——, 19—.

To Mr. A. B., and Mr. G. H., solicitor for Mr. A. B., and to Mr. C. D., and Mr. I. K., solicitor for Mr. C. D.

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27. NOTICE *to produce* DOCUMENTS *by a* SOLICITOR *of One of the Parties in an Arbitration*.

IN THE MATTER of the arbitration between A. B. and C. D.

To Messrs —— and ——, Solicitors.

THIS IS TO GIVE YOU NOTICE to produce before (*arbitrator*) and (*arbitrator*), the arbitrators to whom all matters in difference between the above-named parties have been referred, to-morrow, at —— o'clock, at the —— Hotel, —— Street, all books, deeds, writings, vouchers, and other documents whatsoever relating to the matters in difference between the said parties so

(*l*) See note (*l*) previous page.

referred as aforesaid, now in your possession, custody, or control, and particularly a certain indenture dated, &c. (*describe the instrument*).

Dated the —— day of ——.

E. F.,
Solicitor for A. B., Esquire.

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28. NOTICE *to produce* DOCUMENTS *by an* ARBITRATOR.

IN THE MATTER of the arbitration between A. B. and the —— Railway Company.

To A. B., Esquire.

PURSUANT to the powers given to me by the Lands Clauses Consolidation Act, 1845 (*m*), and of every other power me hereunto enabling, I HEREBY REQUIRE you to produce before me on —— next, at my office, —— Street, Westminster, the several books of account, deeds, writings, and other documents specified in the schedule hereto annexed, and all other documents relating to the matters referred to me in the above-mentioned arbitration (*n*).

Dated the —— day of ——, 19—.

C. D. (*Arbitrator*).

THE SCHEDULE ABOVE REFERRED TO.

(*m*) Or otherwise state the submission. As to the power of an arbitrator under this Act to require production of documents, see 8 & 9 Vict. c. 18, s. 32. Arbitrators, or their umpire, are given similar powers by the Railways Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 20), s. 133; the Companies Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 16), s. 132; and the Railway Companies Arbitration Act, 1859 (22 & 23 Vict. c. 59), s. 18.

(*n*) Where an arbitrator has power, by the terms of the reference or by statute (as in the case of the above precedent), to require the production of documents, compliance with his demand is enforceable by attachment. *Arbuckle* v. *Price*, 4 Dowl. 174. Wherever, therefore, any difficulty is anticipated as to willingness to produce, it is advisable that a copy of this notice should be personally served on the party.

Awards.

29. AWARD *of one Arbitrator for Payment of a* Sum of Money; *and for* Mutual Releases.

Recital of differences and submission;

TO ALL TO WHOM THESE PRESENTS SHALL COME, I (*arbitrator*), of, &c., send greeting. WHEREAS divers differences and disputes having arisen between A. B., of, &c., and C. D., of, &c., the said A. B. and C. D., by an agreement dated, &c., and made, &c., agreed to refer the same to the award and determination of me the said (*arbitrator*) [and did accordingly, by their several obligations, bearing date on or about the —— day of —— respectively, become bound each to the other in the penal sum of £——;

of bonds, with conditions for performance of award.

With conditions thereunder written, to obey and perform my award concerning all the matters in difference; so as the said award should be made in writing and ready to be delivered to the said parties in difference, or such of them as should require the same, on or before the —— day of —— then next] (*o*). NOW

Award

KNOW YE that I the said (*arbitrator*), having taken upon me the said award and arbitrament, and having been attended by the said parties and their respective solicitors, and having heard and considered the allegations and evidence of both the said parties and their witnesses concerning the premises, do hereby award as follows, that is to say:—

of sum of money;

1. I award and determine that the said C. D. shall pay to the said A. B., on the —— day of —— next ensuing, the sum of £——.

and that each of the parties shall give to the other a general release:

2. I further award and determine that upon payment of the said sum of £—— to the said A. B. as aforesaid, they the said A. B. and C. D. shall respectively, at the cost of the party requiring the same, make and execute each unto the other of them releases in writing of all actions, causes of action, debts, controversies, claims, and demands whatsoever, up to the day of the date of the aforesaid obligations.

Costs.

3. I further award that the costs of the reference, including the costs of the preparation and execution of the said agreement of reference and of this award, shall be borne and paid as to one moiety thereof by the said A. B., and as to the other moiety by the said C. D. [*or otherwise as the arbitrator may direct*].

(*o*) The giving of mutual bonds is now practically obsolete.

IN WITNESS whereof I the said (*arbitrator*), the arbitrator aforesaid, have hereunto set my hand the —— day of ——, 19—.

Signed and published in the
presence of us

(*Witnesses.*)

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30. AWARD *between* PARTNERS *under Submission of* PARTIES *and Order of Reference by* MASTER.

Terms of agreement between parties.

WHEREAS by articles of partnership dated —, 19 , and made between A. B., of — -, in the county of — -, of the one part, and C. D., of ——, in the county of ——, of the other part, IT WAS AGREED that the said A. B. and the said C. D. should become partners in the business of wholesale butchers from the said date during the term of —— years, unless previously determined, upon the terms, conditions, and stipulations expressed in the said articles. AND WHEREAS the said A. B. and C. D. became partners as aforesaid, and carried on the business of wholesale butchers as aforesaid under the said articles of partnership.

Submission to arbitration.

AND WHEREAS by article 15 of the said articles of partnership it was provided that if at any time during the continuance of the said partnership or after the dissolution or determination thereof, any dispute, difference, or question should arise between the said A. B. and C. D. or their representatives touching the said partnership or the accounts or transactions thereof, or the dissolution or winding-up thereof, or the construction, meaning, or effect of the articles of partnership or anything therein contained, or the rights or liabilities of the partners or their representatives under the said articles of partnership or otherwise in relation to the premises therein contained, then every such dispute, difference, or question should be referred to arbitration pursuant to the Arbitration Act, 1889, or any statutory modification or re-enactment thereof for the time being in force. AND WHEREAS disputes, differences, and questions have arisen between the said A. B. and the said C. D. within the meaning of the said article.

Order of Master appointing arbitrator.

AND WHEREAS by an order dated the — day of — -, 19 -, and made by Master —, one of the Masters of the High Court of Justice, it was ordered that all disputes, differences, and questions which had arisen as aforesaid between the said A. B. and the said C. D. under the articles of partnership should be referred to me, E. M., Esquire, barrister-

Terms as to costs.

at-law, of, &c., and that the costs of the application to the said Master for the said order and of the reference and of my award should be in the discretion of me the said (*arbitrator*):—NOW I the said E. M., having taken upon myself the burthen of the said reference, and having heard and duly considered all the allegations and evidence of the said A. B. and the said C. D. respectively of and concerning the said disputes, differences, and questions so referred to me as aforesaid, do hereby make and publish this my award in writing as to all the said disputes, differences, and questions so referred to me as aforesaid, and I do hereby certify and award that the said partnership between the said A. B. and the said C. D. has been duly dissolved and determined, and that upon such dissolution and determination of the said partnership as aforesaid there is due from the said A. B. to the said C. D. the sum of £——. And I do hereby award and direct that the said A. B. do pay the said sum of £—— to the said C. D. And I do further award and direct that the said A. B. do pay to the said C. D. his costs to be taxed of the said application to the Master and of the said reference before me and of this my award, and in case the said C. D. shall pay such last-mentioned costs, then I award and direct that the said A. B. do forthwith repay to the said C. D. the amount which he shall so pay.

Awarding dissolution of partnership.

Sum due from one partner to the other.

Directing payment of sum due.

Direction as to costs.

In witness whereof I have hereunto set my hand this —— day of ——, 19—.

Signed and published, &c.

E. M.

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31. AWARD *by* Umpire *on Claim under* Policy *of* Insurance *against* Fire.

Terms of policy.

WHEREAS on the —— day of ——, J. E., of B—— Mill, effected with the B. L. F. Insurance Company a policy of insurance, No. ——, for the sum of £——, on millwright's work and all standing and going gear and on machinery of every description and all fixed utensils in the insurer's mill, situate and known as B—— Mill aforesaid, the said mill being described in the said policy as being amongst other things worked by water power only, and as being more fully described in office surveyor's plan and report, dated the 30th of ——, 19—, and it was further stated in the said policy that there was a semi-portable steam engine in shed

Warranty

marked No. 2 on plan, but it was warranted that the said engine was not used for working any of the machinery in the said mill. AND WHEREAS the said policy was effected subject to certain conditions at the back thereof which were to be taken as part of the said policy, and amongst the said conditions were the following, viz.: 2. "If, after the risk has been undertaken by the company, anything whereby the risk is increased be done to property hereby insured, or to, upon, or in any building in which property hereby insured is contained, or if any property hereby insured be removed from the building or place in which it is herein described as being contained, without in each and every of such cases the assent or sanction of the company signified by indorsement hereon, the insurance as to the property affected thereby ceases to attach." 15. "If any difference shall at any time arise between the company and the insured, or any claimant under this policy, as to the liability of the company hereunder, or the amount of any loss or damage by fire, or as to the fulfilment or non-fulfilment of any of the conditions herein set forth, or as to any question, matter, or thing concerning or arising out of this insurance, every such difference as and when the same shall arise shall, at the request of the company, be referred to the arbitration and decision of two indifferent persons, one to be chosen by the party claiming and the other by the company, and in case of disagreement between the arbitrators, then of an umpire, who shall have been chosen by the arbitrators before entering on the reference, and the cost of the reference and award shall be in the discretion of the arbitrators or umpire, as the case may be, who shall award by whom and in what manner the same shall be paid." AND WHEREAS on the —— of ——, 19—, a fire occurred on the premises in the said policy mentioned, and a claim was thereupon made against the said insurance company by the said J. E. for his alleged loss and damage by the said fire. AND WHEREAS differences arose between the said parties as to the liability of the said insurance company under the said policy. AND WHEREAS the said J. E. duly appointed W. L. B., barrister-at-law, as his arbitrator, and the said insurance company duly appointed W. E. H., barrister-at-law, as their arbitrator. AND WHEREAS before entering upon the reference of the said differences between the said parties the said arbitrators duly appointed me, A. B., barrister-at-law, to be umpire in the said reference. AND WHEREAS the said arbitrators disagreed and

against use of engine.

Conditions at back of policy.

Increase of risk.

Any difference to be referred to arbitration.

Occurrence of fire.

Claim.

Appointment of arbitrators and umpire.

Disagreement of arbitrators.

gave me notice in writing that they were unable to agree as to their award herein:—NOW I the said A. B., having heard and duly weighed and considered the several allegations of the said parties and their evidence, do hereby make and publish this my award and umpirage of and concerning the matters so referred to me as aforesaid in manner following, that is to say: I award and adjudge that the said J. E. is not entitled to recover any sum in respect of his claim against the said B. L. F. Insurance Company under the said policy, and that the said insurance company is under no liability to the said J. E. under the said policy. And I further award and direct that the said J. E. do pay to the said B. L. F. Insurance Company their costs of the said reference, and that he do pay the costs of this my award and umpirage.

Award nothing due.

In witness whereof, &c.

Signed, &c.

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32. AWARD *of* Umpire *on Claim under* Policy *of* Insurance *against* Fire *where Claim found to be Fraudulent.*

Recitals. Policy. WHEREAS on the —— day of ——, 19—, X. Y., of, &c., and J. S., of, &c., effected with the — - Assurance Company (hereinafter referred to as the company) a policy of insurance, numbered ——, against loss or damage by fire on certain property therein mentioned, in the total sum of £——, subject to certain terms and conditions appearing upon the said policy.

And whereas by a memorandum indorsed upon the said policy the interest in the said policy became and was vested in the said X. Y. as from the —— day of ——, 19—.

Fire. And whereas on the —— day of ——, 19—, and while the said policy was in force and binding upon the company, a fire occurred on the premises in the said policy mentioned.

Claim. And whereas on the —— day of ——, 19—, the said X. Y. delivered to the company a claim for loss and damage, alleged by him to have been caused by the said fire, amounting to the sum of £——.

Condition if claim fraudulent. And whereas by the —— condition appearing upon the said policy it was provided that if the claim made under the said policy should be in any respect fraudulent, or if any fraudulent means or

devices should be used by the insured, or anyone acting on his behalf, to obtain any benefit under the said policy, all benefits under the said policy should be forfeited.

Condition as to arbitration.

And whereas by the —— condition appearing upon the said policy it was provided that if any difference of any kind whatsoever should arise between the insured, or any claimant under the said policy, and the company in respect of the said policy, or any claim thereunder, the same should be referred to two arbitrators, one to be appointed in writing by each of the parties, or, in case of the arbitrators disagreeing, to an umpire to be appointed by them, and it was further provided that the arbitrators or umpire making the award should have power to award costs only as between party and party, and that the award of such arbitrators or umpire should be a condition precedent to any liability of the company, or any right of action against the company, in respect of any claim under the said policy.

Appointment of arbitrators and umpire.

And whereas differences arose between the said X. Y. and the company under the said policy, and within the meaning of the said —— condition recited as aforesaid, and the said X. Y. duly nominated and appointed in writing C. D., of, &c., barrister-at-law, as his arbitrator, and the company duly nominated and appointed in writing H. K., of, &c., accountant and valuer, as their arbitrator, pursuant to the said condition of the said policy.

And whereas the said arbitrators took upon themselves the burthen of the said arbitration, and before they entered into the matters so referred to them as aforesaid, nominated and appointed me, A. B., of, &c., barrister-at-law, as an umpire, pursuant to the said —— condition, and requested me to hear the evidence and contentions of the said X. Y. and the company in reference to the matters so referred as aforesaid.

Disagreement of arbitrators.

And whereas the said arbitrators differed and were unable to agree upon their award in respect of the matters so referred to them as aforesaid, and thereupon the said arbitrators gave me notice to proceed as umpire to consider and award upon the said matters so referred.

Notice to umpire to proceed.

NOW I the said A. B., having taken upon myself the burthen of the said reference and umpirage, and having duly weighed and considered the several allegations of the said parties and their witnesses, and the proofs, vouchers, and documents laid before me, do hereby make and publish this my award and umpirage of and

concerning the matters so referred to me as aforesaid in manner following, that is to say:—

Award claim fraudulent within condition of policy.

I award and find that the claim of the said X. Y. for his alleged loss and damage by the said fire is fraudulent within the meaning of the said —— condition of the said policy, and that all benefit under the said policy, pursuant to the said —— condition, is thereby forfeited, and that there is nothing due or owing from the company to the said X. Y. under the said policy in respect of his alleged loss and damage.

Award as to costs.

And I do further award and direct that the said X. Y. do pay to the company their costs of the reference to be taxed as between party and party, and the costs of this my award.

In witness whereof I have hereunto set my hand this —— day of ——, 19—.

Signed and published the —— day of ——, 19—, in the presence of E. F.

A. B.

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33. AWARD *on* Policy *of* Insurance *for* Honesty *of* Clerk.

Policy.

WHEREAS on the —— of ——, J. L. & Co., of, &c., leather merchants, effected with the C. A. Insurance Company, Limited, a policy of insurance, No. X 54, whereby the said insurance company agreed to make good and reimburse to the said J. L. & Co. to the extent of the sum of £200 all moneys which T. W. N., a clerk and cashier in the employment of the said J. L. & Co., might during the period in the said policy described fraudulently embezzle and apply to his own use, and which fraudulent embezzlement should be committed and discovered during the continuance of the said policy. And whereas it was also provided by the said policy that if any difference should arise as to whether the said insurance company was liable thereunder, or as to the amount of its liability, if any, the same should, before any proceedings were taken, be referred to the arbitration of two neutral persons, one to be chosen by each party, who might appoint an oversman or umpire in the usual way, with power to them to call witnesses, hear parties, and fully determine the matters in dispute, and to give expenses or costs in his or their discretion, and the award of

Provision for arbitration.

such arbitrators, oversman or umpire should be binding. AND WHEREAS a claim was made by the said J. L. & Co. against the said insurance company under the said policy, and differences arose between the said parties as to whether the said insurance company was liable thereunder. AND WHEREAS the said J. L. & Co. appointed G. F. F., of, &c., accountant, as their arbitrator, and the said insurance company appointed C. L., of, &c., accountant, as their arbitrator. AND WHEREAS before entering upon the reference of the said differences between the said parties the said arbitrators appointed me, E. J., barrister-at-law, as umpire in relation to the said differences. AND WHEREAS before the commencement of the said reference it was agreed between the said parties that the said arbitrators should be withdrawn, and that I should act between the said parties as sole arbitrator:—NOW I the said E. J., having heard and duly weighed and considered the several allegations of the said parties and their evidence, do hereby make and publish this my award of and concerning the matters so referred to me as aforesaid in manner following, that is to say: I award and adjudge that the said J. L. & Co. are not entitled to recover any sum in respect of their claim against the said C. A. Insurance Company under the said policy, and that the said insurance company are under no liability to the said J. L. & Co. under the said policy. And I further award and direct that the said J. L. & Co. do pay to the said insurance company their costs of the reference, and that the said J. L. & Co. do pay the costs of this my award, amounting to the sum of ——, including the fees of the said arbitrators.

Claim.

Appointment of arbitrators and umpire.

Agreement that umpire should act as sole arbitrator.

Award that company not liable.

Direction as to costs.

IN WITNESS WHEREOF, &c.

Signed and published, &c.

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34. AWARD *between* PARTNERS.

WHEREAS by an agreement dated the, &c., and made between T. S. J., of, &c., doctor of medicine, of the one part, and E. C. F., of, &c., physician and surgeon, of the other part, after reciting that the said T. S. J. and E. C. F. recently carried on the business of physicians and surgeons in partnership on the terms of a certain deed of partnership dated the, &c., and that a

Agreement of reference.

certain letter of guarantee bearing even date with the said deed of partnership was given by the said T. S. J. to the said E. C. F., and that differences had arisen between the said T. S. J. and the said E. C. F. as to the accounts under the said partnership deed and as to the true construction to be placed on the said letter of guarantee, and that it was thereby agreed by and between the said parties thereto that all matters in dispute between the parties should be referred, and the said parties did thereby refer the same, to the award of me, E. J., barrister-at-law. And whereas it was provided by the said agreement that I the said (*arbitrator*) should make and publish this my award in writing of and concerning the matters referred ready to be delivered to the parties in difference, or such of them as require the same (or their respective personal representatives, if either of the said parties should die before the making of the said award), on or before the —— day of ——, and that the costs of the preparation and execution of the said agreement and the costs of the reference and award should be in the discretion of me the said E. J. And whereas the said parties appeared before me, and upon their so appearing it was further agreed between them that I should not in my award deal with or distribute the assets of the said partnership other than the balance standing in the name of the said parties at the —— Bank, but that I should direct that F. S. S., chartered accountant, of, &c., and C. J. S., chartered accountant, of, &c., should divide the assets of the said partnership other than the said balance at the said bank between the said T. S. J. and the said E. C. F. in such shares as they the said F. S. S. and C. J. S. should in their judgment consider to be equal:—NOW I the said E. J., having taken upon myself the burthen of the said reference, and having duly weighed and considered the evidence and matters laid and produced before me, do make and publish this my award in writing of and concerning the said matters so referred to me in manner following, that is to say: I award and adjudge that the said E. C. F. do forthwith pay into the joint account of J. and F. at the —— Bank the sum of £44 1*s*. 10*d*., and that upon payment of the said sum into the said bank the sum of £199 11*s*. 10*d*. be drawn out of the said account at the said bank and paid to the said T. S. J. And I further award, adjudge, and direct that all the outstanding liabilities of the said partnership be paid, satisfied, and discharged out of the balance remaining at the said bank after

Date of publication of award.

Agreement as to costs.

Special terms as to assets.

Arbitrator to give directions as to assets.

Award of payment into bank.

Directions as to liabilities.

payment of the said sum of £199 11*s.* 10*d.*, and that in the event of the balance so remaining being insufficient to satisfy and discharge the said outstanding liabilities, the said T. S. J. and the said E. C. F. shall contribute in equal shares whatever sum may be necessary to satisfy and discharge the same, and that the residue of the said balance, if any, after satisfaction and discharge of the said liabilities, be divided equally between the said T. S. J. and the said E. C. F. And I further award and direct that the said F. S. S. and C. J. S. do divide the assets of the said partnership other than those which I have already dealt with in my award between the said T. S. J. and the said E. C. F. in such shares as they the said F. S. S. and C. J. S. shall in their judgment consider to be equal. And I further award and direct that one moiety of the costs of the preparation and execution of the agreement of reference and of this my award be borne and paid by the said T. S. J., and that the other moiety of the said costs be borne and paid by the said E. C. F.; and that each party do bear and pay his own costs of the reference. And, lastly, I find that there are no other matters in dispute between the respective parties other than the matters aforesaid by me awarded upon.

Direction as to division of assets.

Direction as to costs.

Finding no other matters in dispute.

IN WITNESS WHEREOF, &c.

Signed and published, &c.

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35. AWARD *that a* PARTNERSHIP *be* DISSOLVED, *with consequent Directions.*

TO ALL TO WHOM THESE PRESENTS SHALL COME, I (*arbitrator*), of, &c., send greeting. WHEREAS divers disputes and differences have arisen between A. B. and C. D. with reference to the business carried on by them in partnership under the style or firm of B. & Co., and with reference to their respective rights and liabilities under their articles of partnership dated, &c. AND WHEREAS by an agreement dated, &c., and made, &c., the said A. B. and C. D. agreed to refer all such disputes and differences to me as arbitrator, with power among other things to award that the said partnership should stand dissolved as from any day in the year 19— which I might fix by my award. NOW KNOW YE, that I the said (*arbitrator*), having taken upon me the said

Recital of disputes,

—and submission to arbitration.

Award

award and arbitrament, and having been attended by the said parties and their respective solicitors [*or*, counsel], and having heard and considered the allegations and evidence of both the said parties and their witnesses concerning the premises, do make this my award of and concerning the matters so referred to me as aforesaid in manner following, that is to say:—

that partnership be dissolved:

1. The said partnership shall be deemed to have been determined on, and shall stand dissolved from, the —— day of ——.

that A. B. shall receive all the partnership debts; and may use C. D.'s name in any action or suit for recovery thereof:

2. The said A. B., his executors or administrators, shall and may have and receive to his or their own use, without the interference of the said C. D., all debts due and owing to the said partnership from any person whomsoever: And may use the name of the said C. D. in any action or proceeding to be commenced for the recovery of any such debt or demand.

that A. B. shall pay all demands on the co-partnership; and indemnify C. D. therefrom: and from all damages by reason of his name being used:

3. The said A. B. shall pay and discharge all debts, demands, and claims whatsoever, due by the said partnership or the said C. D. in respect thereof: And shall indemnify the said C. D. from all such debts, demands, and claims, and from any loss or damage that may be incurred or sustained by the said C. D. by reason of his name being used in any such action or proceeding as aforesaid.

4. The said C. D. shall, upon the request of the said A. B., his executors or administrators, deliver up to him or them all and every the books, papers, and writings which may be in the custody, power, or possession of him the said C. D., in anywise relating to the business of the said partnership.

that A. B. shall, at a fixed time and place, pay a sum of money to C. D.

5. The said A. B. shall, on the —— day of —— next, at the house of the said C. D., at —— aforesaid, pay to the said C. D. the sum of £——. And the said C. D. shall accept the same sum in full satisfaction and discharge of all demands against the said A. B., until the day of the date of the said submission.

Costs.

6. I further award that the costs of this reference (*state how to be borne*).

In witness, &c. ——————

36. AWARD *between* Children *of an* Intestate.

Recital of intestacy;

TO ALL TO WHOM these presents shall come, I (*arbitrator*), of, &c., send greeting: Whereas A. B., late of, &c., died on the —— of ——, 19—, intestate, leaving three sons, C. B.,

D. B., and E. B., and no other children him surviving, and on —— of ——, 19—, letters of administration of the estate and effects of the said A. B. were duly granted to the said D. B. and E. B.: And whereas the said A. B. was at the date of his death indebted to his son the said C. B., and questions arose between the said C. B. and D. B. and E. B. as to the amount of the said debt to the said C. B., and as to the share of the said A. B.'s estate to which he was entitled: And whereas the said C. B. instituted in the Chancery Division of the High Court of Justice an action against the said D. B. and E. B. for the administration of the estate of the said A. B.: And whereas it has been agreed by and between the said C. B., D. B., and E. B. that all the said questions should be referred to me as arbitrator. NOW KNOW YE, that I the said (*arbitrator*) having, &c. (*ut ante*, p. 147), do make this my award as follows, that is to say:—

of questions having arisen;

of action having been commenced;

of agreement to refer.

1. I award and declare that the said A. B. was, at the time of his death, indebted to the said C. B. in the sum of £139 6*s*.

Award that intestate was indebted to C. B.;

2. I further award and declare that the said C. B., as one of the three children of the said A. B., is entitled to receive the sum of £1,400 as his share of the clear residue of the personal estate and effects of the said A. B., left after payment of all the debts of the said A. B., including the said sum of £139 6*s*.

that C. B. is entitled to receive £1,400 as his distributive share of the residue;

3. I further award and direct that the said action shall be stayed, and no further prosecuted: And that the said D. B. and E. B., as such administrators as aforesaid, shall, on or before the —— day of ——, pay to the said C. B. the said debt or sum of £139 6*s*., and also the said sum of £1,400, together with interest for the same respectively, at the rate of £4 per centum per annum, as from the —— day of ——: And I further award and direct that upon payment of the said sums, with such interest as aforesaid, the said C. B. shall, if thereto required, execute to the said D. B. and E. B., at their costs and charges, a general release of all claims and demands upon or in respect of the personal estate of the said A. B.

that action shall be stayed;

that the administrators shall pay C. B. the £1,400, with interest;

that, on payment, release shall be executed.

4. I further award that the costs of the reference, including the costs of the preparation and execution of the said agreement of reference and of this award, shall be borne and paid as to one moiety thereof by the said C. B., and as to the other moiety by the said D. B. and E. B. in equal shares.

In witness, &c.

37. AWARD *between* Solicitor *and* Client.

[*After formal parts and recitals, continue:*]

Award that a sum is due to a solicitor;

NOW KNOW YE, that I the said (*arbitrator*), having taken, &c. (*ut ante*, p. 147), hereby award and adjudge that at the date of the said submission, there was, and now is, due and owing to the said A. B. by the said C. D., for and upon the several matters referred to me as aforesaid, the sum of £——, and no more: And

that he has a lien upon the client's papers for the sum;

I further award that the said A. B. has a lien upon all deeds, papers, and writings in the custody or possession of him the said A. B., belonging or relating to the affairs of the said C. D., for the payment of the said sum of £——: And I further award and order that the said C. D. shall, on the —— day of —— next, at the office of the said A. B., at ——, pay to the said A. B. the

that the sum be paid, and accepted in full of all demands for business referred.

said sum of £——: And I do further award and order that the said A. B. shall receive from the said C. D. the said sum of £——, and shall accept the same in full satisfaction of all demands for such business done and money due, paid, laid out, and expended, as is hereinbefore mentioned.

In witness, &c.

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38. AWARD *of a* Sum *to be taken in full* Satisfaction *of all* Claims, *and for Execution of a* General Release.

[*After formal parts and recitals, including recitals of an Action and of an Order of Reference, continue:*]

Award that a certain sum be paid;

and received in full satisfaction of matters referred:

NOW KNOW YE, that I the said (*arbitrator*), having, &c., hereby award and adjudge that the said C. D. shall pay to the said A. B., on the —— day of ——, at, &c., the sum of £——: And that the same shall be received by the said A. B. in full satisfaction and discharge of and for all the matters in difference to me referred as aforesaid: And that upon payment thereof, the said A. B. shall, if required so to do, by and at the costs of the said C. D., execute and deliver to him the said C. D. a general release in writing of all and all manner of action and actions, cause and causes of action, debts, duties, claims, and demands whatsoever, in anywise subsisting or depending between the said A. B. and C. D. previous to the day of the date of the aforesaid order: And I do further award and order that each of the said

that each party pay his

parties shall and do bear and pay his own costs of the said action and of this reference: AND that the costs of this my award be paid in equal moieties between them.

IN WITNESS, &c.

own costs of action and reference; and that the costs of award be paid equally.

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39. AWARD *of Two Arbitrators (the third dissenting) under an* ARBITRATION CLAUSE *in a* SHIPBUILDING CONTRACT, *and under an* ORDER *of* COURT *in an Action for* NON-DELIVERY *of a* SHIP.

TO ALL TO WHOM THESE PRESENTS SHALL COME, We, G. H., of, &c., and J. K., of, &c., send greetings. WHEREAS by an agreement dated the —— day of ——, and made between A. B. & Co., of, &c., of the one part, and C. D., of, &c., of the other part, the said A. B. & Co. agreed to build for the said C. D. two vessels and engines as therein mentioned, which should be ready for delivery afloat by the —— day of ——, 19—, for the price of £——, to be paid by certain instalments as therein provided: AND WHEREAS the said agreement, amongst other things, provided that any dispute arising between the parties during or after the construction of the vessels, engines, boilers, and machinery should be referred to the arbitration of two persons, to be appointed by the parties respectively, and of one other person, to be appointed by the two so appointed, the decision of any two to be binding; and that all the provisions of the Arbitration Act, 1889, relating to arbitrations should apply to the said agreement; and that the arbitrators, or any two of them, should be at liberty to make one final award, or one or more interim awards, until a final award should be made, and to make their award at any time without reference to time: AND WHEREAS the said C. D. on the —— day of ——, 19—, commenced an action in the King's Bench Division of His Majesty's High Court of Justice against the said A. B. & Co., in which the said C. D. claimed the delivery of the —— (being one of the two vessels contracted for as aforesaid, the other vessel having been delivered and paid for), and also claimed damages for breach of the said agreement: AND WHEREAS the statement of claim in the said action was delivered on the —— day of ——, 19—: AND WHEREAS on the —— day of ——, 19—, upon the hearing of a summons issued by the said C. D. calling

Recital of agreement to build ships;

of arbitration clause;

of commencement of action;

of delivery of statement of claim;

of order for reference of

matters in dispute ; upon the said A. B. & Co. to show cause why the said A. B. & Co. should not (upon certain terms therein mentioned) deliver to the said C. D. the said vessel, it was, by and with the consent of the said parties and their respective counsel and solicitors, ordered that upon payment of £—— by the said C. D. to the said A. B. & Co., the said vessel should be delivered by the said A. B. & Co. to the said C. D. on or before the —— day of ——, 19—, the said C. D. taking such vessel as she was, and making no claim for damages except for delay, and that the damages for delay should be referred under the contract, the said A. B. & Co. to be at liberty, if they should think fit, to put forward on the arbitration any claim they might think proper for extras beyond the £——, the said C. D. denying that there was any such claim, the arbitrators to decide whether there was or not, and that the costs of the said action should be in the discretion of the arbitrators: And whereas the said C. D. has paid the said sum of £—— to the said A. B. & Co., and has obtained possession of the said vessel: And whereas by an agreement made the —— day of ——, 19—, between the said A. B. & Co., of the one part, and the said C. D., of the other part, it was agreed by and between the said parties, for the purpose of carrying out the aforesaid terms of reference, that the claim of the said C. D. for damages for the delay on the part of the said A. B. & Co. (which they did not admit) should be referred to the arbitration and award of E. F., of, &c., as arbitrator on the part of the said A. B. & Co., and of G. H., as arbitrator on the part of the said C. D., and a third arbitrator, to be appointed by the said two arbitrators, with the liberty to the said A. B. & Co. which was given to them by the said order of the —— day of ——, 19—, to put forward, if they should think fit, on the arbitration any claim they might think they had for extras beyond the £——, the said C. D. denying that there was any such claim, and the arbitrators to decide whether there was or not; and that the decision of any two of the arbitrators should be binding, and that the said arbitration should proceed as provided by the said clause of the contract, and that the costs of the said action, as well as of the reference and of the arbitrators and award should be in the discretion of the arbitrators, or any two of them; and that nothing in the agreement now in recital should prejudice or affect the said order of the —— day of ——, 19—: And whereas the said E. F., as arbitrator

of delivery of ship ;

of agreement for conduct of the reference ;

that arbitra-

on the part of the said A. B. & Co., and the said G. H., as arbitrator on the part of the said C. D., failed to agree upon, and did not appoint, a third arbitrator, in pursuance of the said agreement of the —— day of ——, 19—: AND WHEREAS the said C. D., in accordance with the provisions of the Arbitration Act, 1889, served on the —— day of ——, 19—, the said E. F. and G. H. with a notice in writing whereby they were thereby required to appoint, in pursuance of the said agreement of the —— day of ——, 19—, the third arbitrator to the said arbitration and award, and that unless within seven clear days after the service of the notice they should appoint such third arbitrator, proceedings would be taken for procuring the appointment of the said third arbitrator by a judge, as by the Arbitration Act, 1889, is prescribed in that behalf: AND WHEREAS on the —— day of ——, 19—, upon the hearing of a summons taken out by the said C. D., after the expiration of seven clear days from the service of the above notice, no such third arbitrator having been appointed by the said E. F. and G. H. as therein required, it was ordered by the Court that pursuant to the said submission of the —— day of ——, 19—, and pursuant to the Arbitration Act, 1889, J. K. should be appointed the third arbitrator in the said reference: AND WHEREAS the said E. F. does not agree with the conclusions arrived at by the said G. H. and J. K. NOW WE, the said G. H. and J. K., having taken upon ourselves the burthen of this reference, and having duly weighed and considered the several allegations of the said parties, and also the proofs, vouchers, and documents which have been given in evidence before us, do hereby make and publish our award in writing of and concerning the matters referred to us in manner following, that is to say:—

tors appointed failed to appoint a third arbitrator;

of service of notice on them to make such appointment:

of order appointing third arbitrator;

that one of the arbitrators dissents from conclusion of the other two.

Award:

1. We award and adjudge that the said C. D., the plaintiff, is not entitled to recover any damages from the said A. B. & Co., the defendants, in respect of the claim for delay on the part of the said defendants, and that the defendants are not entitled to recover anything from the plaintiffs in respect of their claim for extras.

as to claim for damages;

2. We do also further award and direct that the defendants do pay to the plaintiffs the costs of the proceedings to obtain delivery of the said vessel, and that each party do bear his own costs of the reference, and pay half the costs of the award.

as to costs.

IN WITNESS, &c.

40. AWARD *confirmed by* ARBITRATOR *on reference back.*

WHEREAS by a certain order of the Court made on the trial of a cause in which A. B. was the plaintiff, and C. D. the defendant, it was ordered, among other things, that the said action, and all matters in difference between the said parties, should be referred to the award of me, X. Y., of, &c.

AND WHEREAS I the said X. Y. did, pursuant to the said order, on the —— day of ——, make and publish my award in writing of and concerning the matters referred by the said order of Court.

AND WHEREAS by an order of the King's Bench Division of the High Court of Justice, made the —— day of ——, it was ordered that it should be referred back to me the said (*arbitrator*) to reconsider the amount of the damages awarded by me to the plaintiff in the said action, and that the costs of the further reference and award should be in my discretion.

NOW I the said X. Y., having taken upon myself the burthen of this further reference, and having heard and duly considered the allegations and proofs further made and adduced by the said parties, and having, in pursuance of the said rule, reconsidered the amount of the said damages, do hereby award and declare that I see no reason to alter the amount of the said damages, and I do therefore hereby confirm my former award, and direct it to stand as to the said damages.

And I further award and direct that the said C. D. do pay and bear the costs of this my second award, and also do pay to the said A. B. his costs of and incidental to this second reference.

IN WITNESS WHEREOF, &c.

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41. CLAUSES *in* AWARDS.

Commencement of award reciting submission by agreement or deed.

1. WHEREAS by a certain agreement in writing [*or*, indenture], bearing date the —— day of ——, 19—, made between A. B., of, &c., of the first part, and C. D., of, &c., of the second part, reciting that (*here recite so much of the matters in difference as will explain and justify the subsequent directions of the award*) it was agreed that the same [*or*, that all matters in difference] (*state the terms of reference, as the case may be*) should be referred to the award and final determination of me, X. Y., of, &c. AND

WHEREAS it was further agreed that (*here set forth such of the several powers and provisions in the submission as warrant the following directions of the award*). NOW I the said (*arbitrator*), &c.

Recital in award by umpire.

2. [*Recite the submission, as to the appointment of the arbitrators, and the provision for appointing an umpire, and such other parts as may be necessary, and proceed.*]—AND WHEREAS the said U. V. and X. Y. did, by a writing under their hands, bearing date the —— day of ——, indorsed on the said order of reference [*or as the case may be*], appoint me, A. Z., of, &c., to be the umpire, pursuant to the said order. AND WHEREAS the said U. V. and X. Y. did not make any award of and concerning the premises before the —— day of —— (*the limit of the arbitrator's authority*). (*Where there is no limit, say instead:* AND WHEREAS the said U. V. and X. Y. have not made any award concerning the matters referred, but have finally and altogether disagreed respecting the same.) NOW I the said A. Z., having taken upon myself the burthen of this reference, and having heard and considered the allegations, witnesses, and evidence of both the said parties concerning the premises, do make this my umpirage in writing of and concerning the premises in manner following, that is to say: I award and adjudge, &c., &c.

Appointment of umpire.

Arbitrators not made award.

Award on various issues.

3. [*Where arbitrator is to find on issues.*]—And as to the issues raised on the first, second, and fourth paragraphs in the statement of claim joined in this action, I find for the plaintiff; and as to the issues raised on the third and fifth paragraphs joined in the action, I find for the defendant.

Award for defendant of balance of set-off.

4. [*Action and all matters in difference referred, set-off pleaded.*]—I award and adjudge that the plaintiff has good cause of action against the defendant for the matter in the statement of claim alleged.

AND I assess the damages sustained by the plaintiff in respect of the causes of action alleged in the statement of claim at the sum of fifty pounds.

AND I further award and adjudge that the plaintiff was and is indebted to the defendant in manner and form as the defendant has in his second paragraph of his statement of defence alleged.

AND I further award and adjudge that the plaintiff was and is indebted to the defendant in respect of the causes in the said statement of defence alleged in the sum of eighty pounds.

And I further award and direct that the sum of fifty pounds assessed for the plaintiff be allowed out of, and deducted from, the sum of eighty pounds found due to the defendant; and that the plaintiff pay to the defendant the sum of thirty pounds, the balance.

And, lastly, I find that there are no other matters in difference between the respective parties other than the matters aforesaid by me awarded upon.

Award for defendant.

5. [*Action and all matters referred.*]—I award that the plaintiff had not at the time of the commencement of the said action, nor at any time since, any cause of action against the defendant, and that the plaintiff is not entitled to recover anything in the said action, And I further award that the plaintiff was at the time of the commencement of the said action, and still is, indebted to the defendant in the sum of £——, And I award and direct that the plaintiff do pay to the defendant the said sum of £—— forthwith.

Award where reference includes an action to recover land.

6. [*Action to recover possession of land referred.*]—I award and adjudge that the plaintiff in this action is entitled to the possession of a certain parcel of the lands sought to be recovered in this action, that is to say (*here set out the part by boundaries or full description*), which said parcel is marked out and coloured red in the map annexed to this my award. And I award and assess the plaintiff's damages as to the matters stated in the first paragraph of the statement of claim at one shilling.

And I further award and adjudge, as to the land mentioned in the second paragraph of the statement of claim, that the plaintiff is entitled to the possession of a certain other parcel of the lands sought to be recovered in this action, that is to say (*here set out this other portion by boundaries or full description*), which said last-mentioned parcel is marked out and coloured green in the above-mentioned map. And I award and assess the plaintiff's damages as to the matters stated in the second paragraph of his statement of claim at one shilling.

And I further award and adjudge that the residue of the lands sought to be recovered in this action consists of (*here set out the residue by boundaries or full description*), which said residue is marked out and coloured yellow in the above-mentioned map. And I further award and adjudge that the plaintiff is not entitled to the possession of the said residue of the said lands; but that the

defendant, as between the plaintiff and the defendant, is entitled to the possession of the same.

And I direct that the map above referred to be taken and considered as part of this my award. Map to be part of award.

7. I award that each party bear his own costs of the action. Each party to bear his own costs.

8. I award and direct that the said A. B. do pay to the said C. D. his costs of the reference and the costs of this my award (*when the arbitrator is to ascertain the amount, add the following words*): and I assess the amount of the said costs of the reference at £——, and the costs of my award at £——. One party to pay costs of reference and award.

9. And I further award and direct that the said A. B. and the said C. D. do each bear his own costs of the reference, and pay one-half the costs of the award; and that if either party shall in the first instance pay the whole or more than half of the costs of the award, the other party shall repay him so much of the amount as shall exceed the half of the said costs. Each to bear costs of reference and half costs of award.

10. I award and direct that one moiety of the costs of the reference and award be borne and paid by A. B., and the other moiety by C. D. Each to pay half costs.

11. And I certify that this action was proper to be tried before the High Court, and not before the County Court or an inferior Court. Certificate for trial.

12. I certify that the action was proper to be tried before a special jury. Certificate for special jury.

13. And I certify that the action was brought to try a right, other than the mere right to recover damages. Certificate action to try a right.

14. [*Submission to arbitration between A. B. and C. D., executor of E. F.*]—I award and adjudge that the said E. F., deceased, at the time of his death was indebted to the said A. B. in the sum of £100, and that the said C. D., the executor of the said E. F., at the date of this submission to arbitration, had in his hands goods and chattels which were of the said E. F. to be administered of the value of £80: And I direct the said C. D. to pay to the said A. B. the sum of £80 in part satisfaction of the said sum of £100 found due to the said A. B. Award against executor.

15. [*Reference by A., B., and C., partners, disputes having arisen respecting the accounts and as to the amount to be paid to A., the retiring partner, as his share, B. and C. still carrying on the business.*] Award on partnership accounts.

Award on amount of debts due to the firm.

I award and adjudge, as between the parties to this reference, that the amount of debts due to the said firm is £10,000, which sum is made up in the following manner, viz.:

Of £——, due from G. H., of, &c.,
Of £——, due from I. K., of, &c.,
Ditto ditto

[*or, if the amounts are set out in the schedule, say:* of the particular items set forth in the schedule of debts due to the firm, appended to this award].

Value of partnership property.

And I further award and adjudge that the value of the effects, stock-in-trade, money securities, and property of the said firm of every kind and sort other than the said debts, is £20,000.

Amount of debts due to creditors of the firm.

And I further award and adjudge, as between the said partners, that the amount of debts due from the said firm to others than the said partners is £4,000, which last-mentioned sum is made up in the following manner, that is to say:—

Of £——, due to L. M., of, &c.,
Of £——, due to O. P., of, &c.,

[*or say:* is made up of the particular items set forth in the schedule of debts due from the said firm, appended to this award].

Account of capital of each partner.

And I further award and adjudge that there is due from the said firm for capital and interest on the same to the date of the reference: to A. the sum of £8,000; to B. the sum of £6,000; to C. the sum of £5,000.

Deduction to be made for bad and doubtful debts.

And I further find that in estimating the amount to be divided as profits, it is reasonable to deduct from the said sum of £10,000, the amount of debts due to the firm, the sum of £1,000 for bad and doubtful debts; And I award that the same be deducted.

Balance remaining.

And I further award and find that on the balance of the above-mentioned sums, there remains the sum of £5,000 in favour of the firm.

Deduction for trouble and expense.

And as it had been agreed between the said partners that B. and C., who intend to carry on the said business in partnership, shall be at the sole trouble and expense of collecting in the money due to the firm, and paying the creditors of the same; I award and adjudge that the sum of £500 be deducted from the last-mentioned sum of £5,000, and be retained by them in equal moieties, as a compensation for such trouble and expense.

Amount to be divided.

I therefore further award that the sum of £4,500 remains to be divided as profits.

Share of each.

And I further award and adjudge that A. is entitled to one-half of the profits of the said firm, and B. and C. each to one-quarter of the said profits.

Amount due to each.

And I further award and adjudge that adding the share of the profits to the amount of the capital of each, there is, on the whole, due to A. the sum of £10,250; to B. the sum of £7,375; and to C. the sum of £6,375.

Direction to pay retiring partner.

And I further award and direct that B. and C. shall pay to A. one moiety of the said sum of £10,250 on or before the —— day of —— next, and the remaining moiety of the said sum within one year from the last-mentioned day.

Variation in value not to affect retiring partner.

And I further award that A. shall receive the said sum of £10,250 in full satisfaction of all his claims and interest in the said firm, or in anywise relating thereto, and shall not be entitled to any increase, or liable to any deduction, in case the amounts of the debt or credits of the said firm hereafter prove to be different from the sums at which they are estimated in this my award, but that the benefit or burthen of such difference be borne wholly by B. and C. in equal proportions (*p*).

Award of dissolution of partnership.

16. [*Reference to settle terms of dissolution of partnership between A. B. and C. D.*]—I do make this my award of and concerning the matters so referred to me as aforesaid in the manner following, that is to say: First, I do award, order, and adjudge that the said partnership shall be deemed and taken to have ended and been determined on and from the —— day of ——.

A. B. to have debts due to firm.

Secondly, I do award, order, and direct that the said A. B., his executors or administrators, shall and may have, demand, and receive, to his, her, or their own use, without interference of the said C. D., all debts due and owing to the said partnership from any person whomsoever.

A. B. to use C. D.'s name.

And shall and may use the name of the said C. D., either alone or jointly, in any action or suit to be commenced for the recovery of any such debt or demand.

A. B. to pay all debts due from the firm.

Thirdly, I do award, order, and direct that the said A. B., his executors or administrators, shall and do bear, pay, and discharge all debts, demands, damages, and claims whatsoever, due or owing

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(*p*) On a reference of all matters in difference between partners, an arbitrator may award dissolution of the partnership. *Vawdrey* v. *Simpson*, [1896] 1 Ch. 166.

by the said partnership, or which any person hath or can make against the said co-partnership or the said C. D. in respect thereof.

To indemnify C. D.

And shall and do indemnify and keep harmless the said C. D. from and against all such debts, demands, damages, and claims; and from and against any loss and damages that may be incurred or sustained by the said C. D. by reason of his name being used in any such action or suit so to be commenced as aforesaid, in pursuance of the authority hereby given to the said A. B., his executors and administrators; and that the said A. B. shall seal, execute, and deliver his bond to the said C. D., in the penal sum of £——, conditioned to indemnify and keep harmless the said C. D. from and against the above-mentioned debts, demands, damages, claims, and loss.

A. B. to execute bond of indemnity.

C. D. to deliver up all books of the firm.

Fourthly, I do award, order, and direct that the said C. D. shall and do, at any time or times, upon the request of the said A. B., his executors or administrators, deliver up to the said A. B., his executors or administrators, all and every the books, papers, and writings which may be in the custody, power, or possession of him the said C. D. in anywise relating to or concerning the said business of the said co-partnership.

A. B. to pay C. D. sum of money in full of all demands.

Fifthly, I do award, order, and direct that the said A. B. shall and do, on the —— day of —— next, at the house of the said C. D. as aforesaid, pay unto the said C. D., his executors or administrators, the sum of £——; and that the said C. D. shall and do accept and receive the same sum in full satisfaction and discharge of all demands against the said A. B. until the day of the date of the said submission.

Award between partners.

17. [*On a submission between A. B. and C. D., partners, when the amount owing to the firm is unascertained, the following provision may be made.*]—And whereas it cannot be ascertained what sums of money are due and owing to the said firm, I further award and direct that the said A. B. shall use his utmost endeavours to ascertain, collect, and receive the debts due to the said firm as aforesaid, and that the said C. D. shall permit and suffer the said A. B. to collect and receive the same. [*A clause may be added empowering A. B. to use C. D.'s name to recover the debts on an indemnity being given as in clause* 16; *and then proceed.*]

One to collect debts due to the firm.

And pay to the other a

And I further award and direct that the said A. B. shall, from time to time, give to the said C. D. an account in writing of his

proceedings in the ascertainment and recovery of the said debts within six weeks after a request in writing so to do shall have been served upon the said A. B. on the part of the said C. D.; and shall also from time to time, as the said debts shall be respectively received, pay to the said C. D. one moiety thereof, after having first deducted all necessary expenses incurred touching the ascertaining, collecting, and recovering the same. moiety of each debt as received.

18. I award and direct that the said C. D., at the costs and charges of the said A. B., do execute to the said A. B., his executors and administrators, a good and valid assignment of all that (*here describe the leasehold premises to be assigned*); And I further award and direct that the said C. D., at the like costs and charges of the said A. B., do execute to the said A. B., his heirs, executors, administrators, and assigns, a release of all the right, title, and interest of him the said C. D., or his heirs, executors, or administrators, unto and in (*here describe the premises*). Award of assignment and release.

19. And I further award and direct that the said C. D. shall, within one calendar month from the date of this award, deliver into the hands of A. B., or his heirs, all deeds and other writings in the custody, possession, or control of the said C. D. relating to or in any way affecting, the said freehold house, with the appurtenances, known by the name of ——. Award to deliver up deeds.

20. And I further award and direct that the said C. D. shall, within one calendar month from the date hereof, convey, by a good and sufficient conveyance, by lease and release, the freehold house, with the appurtenances, known by the name of —— (*or describe the premises particularly, as in the intended conveyance*), unto the said A. B., his heir or heirs, in fee simple; and that the said A. B. shall, at his own cost, prepare and tender for execution by the said C. D. the said lease and release. Award of conveyance of fee. Costs of preparing deeds.

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42. AWARD *stated in the form of a* Special Case *for the opinion of the* Court.

1. Differences having arisen between the claimant and the respondents as to the liability of the respondents in respect of a claim made against them by the claimant as administrator of the estate of —— under a policy of assurance dated the, &c., such Statement of differences under policy.

differences were referred to me, E. J., by a memorandum of agreement dated the, &c.

Terms of policy.

2. On the, &c., the respondents issued a policy, No. ——, upon the life of ——, for the sum of ——, upon the considerations therein stated, and amongst others, in consideration of a monthly premium of ——, agreed to be paid to the respondents by the assured on the first day of every month during the life of the assured, and the respondents thereby agreed that they would, upon proof of death and of title, to be produced at the chief office of the respondents, pay the said sum of ——, either to a trustee, as thereinafter provided, or to the executors, administrators, or assigns of the assured.

Subject to conditions set out.

3. The policy referred to in the last preceding paragraph was made subject to, amongst others, the following conditions:—

3. That should any one premium payable under this policy remain unpaid for a period exceeding one calendar month after the same has become payable, or such further time as the directors of the company may in writing allow, the liability of the said company under such policy shall thenceforth cease, and all premiums paid in respect thereof shall be forfeited to the company.

5. That this policy of assurance shall be delivered to the company, and probate of the will, or letters of administration to the estate of the assured, shall (if required by the company) be produced at the chief office of the company before any payment is made by them in respect of this policy.

Facts as to payment of premiums.

4. After the said policy was issued, the premiums payable in respect thereof were paid with more or less regularity, and as the premiums were paid they were entered in a book kept by the assured. The book in which the entries were so made down to —— was lost, and in —— a new book was provided by the respondents, in which was entered the total of the subscriptions and premiums paid by the assured from —— to —— inclusive, and the entries in the new book subsequent to —— show the dates when the payments were made, the month in respect of which each payment was made, the amount of each monthly payment, and the initials or signature of the person receiving the premiums.

Notice given by company

5. In the month of —— the premiums due under the said policy were three months in arrear, and on the, &c., a notice (headed

"Final Notice," but which was in fact the only notice sent with reference to the premiums therein mentioned) was sent to the assured. The said notice was in print, with the exception of the reference number, the date, the name of the assured, and the policy number, and was in the following terms, omitting the heading:— as to premiums.

"It appears by the books of the company that the premiums upon the above-mentioned policy are now three months in arrears, and I beg to give you notice that such policy will be finally lapsed at the expiration of —— days from this date, unless the amount is previously sent by you by cheque or P.O.O. to the chief office direct. The agent has already been instructed to take the policy off his collecting book, and is at present not authorised to receive any further payments in respect of the same, but if the amount now due is forwarded to chief office direct within the time above stated, the agent will afterwards be instructed again to collect the premiums as heretofore. Should this notice not correspond with the entries in your receipt book, please communicate at once with me to above address, marking your letter 'private,' and enclosing your receipt book, so that I may be in a position personally to investigate the matter.

"Yours faithfully,

"Managing Director.

"P.S.—The company will not be responsible for any payment made on this policy after this date, unless made in accordance with the terms of this notice. The agent is not authorised to receive the particular payment to which this notice refers."

6. After the receipt of this notice, referred to in the last preceding paragraph, the claimant, on the ——, went to the chief office of the respondents, and paid in cash to a clerk of the respondents in the office the sum of ——, in respect of the premiums due for the months of —— and ——, leaving the premium due for the month of —— still unpaid. The payments of the premiums for —— and —— were duly entered in the receipt book referred to in paragraph 4 of this case. At the time when these payments were made no question was asked of the claimant as to the state of Payment of premiums by assured after notice. No question as to assured's health.

health of the assured, nor was any such question asked at the time of payment of any premium.

7. Subsequently to the —— of —— no further payment was made in respect of any premium due under the said policy until the ——, as hereinafter mentioned, and no further notice was sent to the assured as to any premium being in arrear until the ——.

8. On the —— a notice identical with the one set out in paragraph 5 of this case, except as to the date, was sent to the assured.

Illness of assured.

9. On the —— the assured gave birth to a child prematurely, and from that time until her death, which occurred on the evening of the ——, the assured was very seriously ill. I find, as a fact, that on the (*date when the premium mentioned in the next paragraph was paid*), the claimant had every reason to believe, and did believe, as the fact was, that there was no hope of the assured's recovery.

Finding of fact as to state of health of assured.

Payment of premium after illness of assured.

10. On the ——, at about ——, the claimant went to the chief office of the respondents, taking with him his receipt book and the sum of £—— in money. The clerk to the respondents who was in the office looked at the book and asked the claimant if he wanted to pay the whole five months, to which the claimant said "Yes." Thereupon the clerk looked at the money to see if it corresponded with the amount appearing to be due by the receipt book, and finding that the money was correct, he took the money, made the five entries which appear in the receipt book under the date of the ——, put on the receipt stamp opposite the entries and cancelled it by writing the date and his name across the stamp. The clerk asked no question with regard to the assured, nor did the claimant make any statement as to her condition.

Finding of fact as to authority to receive premium.

I find, as a fact, that the clerk had authority to receive the five premiums, and that the money so paid by the claimant was received by the respondents and was retained by them.

Death of assured.

11. After making the payment mentioned in the last preceding paragraph, the claimant returned home, and the assured died at about 6.45 on the evening of that same day.

Question for opinion of Court.

The question for the opinion of the Court is—

Whether upon the facts herein stated the respondents are liable to pay the sum insured by the said policy.

Alternative award.

If the Court should be of opinion in the affirmative, then I find and award that the claimant is entitled to recover against the respondents the sum of ——, being the sum now remaining due under the said policy after giving credit for the sum of ——

already received by the claimant, AND I award and direct that the respondents do pay to the claimant his costs of the reference and also the costs of this my award.

If the Court should be of opinion in the negative, then I find and award that the claimant is not entitled to recover anything against the respondents, AND I award and direct that the claimant do pay to the respondents their costs of the reference and also the costs of this my award.

APPENDIX.

The following documents are appended to, and are to be taken as part of, this case:— Appendix of documents.

Dated the ——. E. J.

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43. AWARD *on an* INDICTMENT *referred, directing* PROSTRATION *of* NUISANCE.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, X. Y., of, &c., barrister-at-law, send greeting.

WHEREAS by a certain order of Court, made at the Assizes holden at Maidstone, in and for the county of Kent, on Monday, the —— day of March, 19—, before Mr. Justice A. B., one of the justices of the High Court of Justice, in a certain indictment then pending in the said Court, wherein the King, on the prosecution of A. B., C. D., and E. F., was the prosecutor, and Sir R. D., Knight, G. H., and I. K. were defendants; after reciting that the said defendants had consented to a verdict of guilty against them, upon condition that the prosecutors of the said indictment should enter into and be bound by the said order; it was ordered by the said Court, with the consent of the said (*prosecutors*) and the said (*defendants*), that I the said X. Y. should be empowered, and I was thereby empowered, to direct and order the prostration of the whole or any part of the embankment in the said indictment mentioned which I should think fit; such directions and orders to be conditional upon, and subject to, the opinion of the King's Bench Division of the High Court of Justice with respect to any point or points of law that might arise to be stated as therein and hereinafter mentioned: so as I the said (*arbitrator*) should make and publish my award in writing concerning the matters referred, ready to be delivered to the said

Recital of order of Nisi Prius.

Verdict of guilty subject to reference.

Power to arbitrator to order prostration of the embankment indicted as a nuisance.

Subject to the opinion of the King's Bench Division on any point of law.

parties, or to either of them; or if they, or either of them, should be dead before the making of the said award, to their respective personal representatives who should require the same; on or before the fourth day of the then and now next Michaelmas sitting, or on or before any other day to which I should by any writing under my hand, to be endorsed thereon, from time to time enlarge the time for making my said award; and that I the said (*arbitrator*) should state for the opinion of the King's Bench Division, at the request of the said (*prosecutors*) or (*defendants*), or of either of them, any point or points of law that might be raised before me touching the matters referred to me by the said order. And it was thereby also ordered that the costs of the said reference and award, to be taxed, should be in the discretion of me the said (*arbitrator*), who might direct and award to and by whom, and in what manner, the same should be paid; and that I the said (*arbitrator*) should have the same power to amend the record and to certify as a judge sitting at *nisi prius* would have had upon a trial of the said indictment. And it was thereby also ordered, by and with such consent as aforesaid, that it should be in the judgment of me the said (*arbitrator*) to examine the said (*prosecutors*) and the said (*defendants*), or any or either of them, who, together with their respective witnesses, should be examined upon oath.

Arbitrator to state points of law, if requested.

Costs in discretion of arbitrator.

Power to amend the record and to certify.

Recital of judge's order empowering arbitrator to alter verdict of guilty.

And whereas by a certain other order afterwards made in this indictment by the Honourable Sir A. B., one of the justices of his Majesty's High Court of Justice, and purporting to bear date the —— day of July, 19—, the said last-mentioned judge did, upon hearing the solicitors on both sides, and by consent, thereby order that the arbitrator to whom this indictment stood referred should be at liberty to order the verdict of guilty already entered against the defendants to be set aside, and a verdict of not guilty to be entered instead thereof on behalf of all or any of the defendants.

Award de præmissis.

And whereas I the said (*arbitrator*) did, directly after the making of said first-mentioned order, take upon myself the burthen of the said arbitration, and have been attended by the counsel, solicitors, and agents of the said (*prosecutors*) and the said (*defendants*), and have examined upon oath all the witnesses which have been produced before me by each of the said parties touching the matters so referred to me as aforesaid; and have also viewed and inspected the said embankment in the said indictment mentioned; and have heard and maturely considered all the

evidence which has been adduced before me touching the matters so referred to me as aforesaid; and have not been called upon or requested during the said reference, by either the said (*prosecutors*) or (*defendants*), or any or either of them, to state for the opinion of the said King's Bench Division any point or points of law that were raised before me touching the matters so referred to me as aforesaid, or to amend the record of the said indictment:—I the said (*arbitrator*) do therefore make this my award in writing of and concerning the matters so referred to me as aforesaid in manner following, that is to say:—

Arbitrator not requested to raise point of law.

I do order that the verdict of guilty already entered against the defendants be set aside, and instead thereof that a verdict of guilty be entered against the defendants, Sir R. D. and G. H., and a verdict of not guilty against the defendant, I. K.

Award verdict of guilty as to some defendants.

And I do award, direct, and order that the whole of the embankment in the said indictment mentioned shall, with all reasonable speed after the making and publishing of this my award, be prostrated by and at the expense of the said defendants, Sir R. D. and G. H.; and that the materials thereof be taken and carried away; and the bed and soil of the river Thames, wherein the said embankment was erected, raised and placed, be restored and made by them, at their expense, in the same state in which the same was before the said embankment was begun to be erected, raised and placed.

Direction to prostrate embankment.

And I do hereby certify that the said indictment so referred to me was a proper indictment to be removed by *certiorari*, and to be tried by a special jury.

Certificate for special jury.

And I do hereby further award, order, and direct that the costs of this reference and of this my award, when taxed, be paid on demand by the above-named defendants, Sir R. D. and G. H.

Award defendants to pay costs of reference.

In witness whereof I the said above-named X. Y. have hereunto set my hand this —— day of ——, 19—.

X. Y.

Signed and published the —— day of ——, 19—, in the presence of O. P.

ARRANGEMENTS AND COMPOSITIONS.

1. DEED *of* Conveyance *and* Assignment *by one Debtor for benefit of his Creditors, with immediate release of Debts.*

Parties.

THIS INDENTURE, made the —— day of ——, Between A. B., of, &c. (hereinafter called "the debtor"), of the first part, C. D., of, &c. (*trustee*), of the second part, E. F., of, &c., G. H., of, &c., and I. K., of, &c. (*committee of inspection*), of the third part, and the several persons, companies, and partnership firms (being creditors of the debtor) whose names and seals are set and affixed in the schedule hereto, or who shall otherwise in writing assent to these presents, and who are hereinafter called "the creditors," of the fourth part.

Recital of proposal of arrangement,

Whereas the debtor being indebted or liable to the creditors respectively in divers sums, which he is unable at once to pay in full, has proposed to convey and assign all his estate (except as hereinafter appears) to the said C. D., as trustee for the creditors, in consideration of the release by the creditors hereinafter contained.

and acceptance.

And whereas the creditors have agreed that such proposal shall be accepted and carried out by these presents in manner hereinafter contained, and the parties hereto of the third part have consented to act as a committee of inspection for the purposes hereinafter appearing, and they are hereinafter referred to as "the committee." NOW THIS INDENTURE WITNESSETH as follows:—

Conveyance and assignment of real and personal estate (with exceptions) to trustee,

1. In pursuance of the said agreement and for the considerations aforesaid the debtor as beneficial owner hereby conveys and assigns to the said C. D. All the real and personal estate whatsoever and wheresoever of or belonging or due or owing to the debtor (except property of a leasehold tenure (*a*), and the debtor's

(*a*) If the debtor is possessed of shares in public companies on which calls are likely to be made, it may be desirable to except them also from the assignment; in that case the deed will also contain a declaration of trust of them as well as of the leaseholds.

tools of trade (if any) and the necessary wearing apparel and bedding of himself and his family), To HAVE AND TO HOLD the said real and personal estate unto the said C. D., as to real estate to the use of the said C. D. in fee simple (*b*), and as to all the estate and premises upon the trusts and subject to the provisions and agreements hereinafter agreed and declared.

upon trust to realise.

2. The said C. D., or other the trustee for the time being of these presents (each of whom is hereinafter referred to as "the trustee"), shall in such way or manner as to him may seem best, call in, collect and receive the said personal estate, and sell the said real estate and all the saleable part of the said personal estate, with power nevertheless for the trustee, in his discretion, to postpone the sale of all or any part of the trust estate, and in the meantime to manage the same in such manner as he shall think best, and to make any such sale either by public auction, tender, or private contract, or partly in either mode, and subject to such conditions, upon such terms, and generally in such manner as he may think fit; and as to any policies of insurance, either by way of surrender to the office which granted the same or otherwise; and as to any property in mortgage, either subject to or discharged from such mortgage, and with power to concur with any mortgagee in any sale thereof, and also with power to buy in the property or any part thereof at any sale by auction, and to alter or rescind any contract for sale and resell without being responsible for any consequent loss.

Power to postpone conversion.

Mode of sale.

3. The trustee shall stand possessed of the net moneys to arise by any of the ways or means aforesaid upon trust thereout in the first place to pay all costs, charges, and expenses of and incidental to the investigation of the affairs of the debtor with a view to this arrangement, and of and incidental to the preparation of these presents and procuring the signatures or assents of the creditors thereto, and all rates, taxes, wages, and other similar claims (if any) which would be payable in full or in priority in bankruptcy, and subject as aforesaid, and to the payment of all costs, expenses, and sums of money which may for the time being be incurred or payable in the course of carrying out the trusts, powers, and provisions of these presents, upon trust thereout to pay and discharge

To hold net proceeds on trust to pay costs and expenses,

and taxes and wages,

and divide

(*b*) If any land is comprised in the deed, it must be also registered under the Land Charges, &c. Act, 1888.

among creditors, and pay surplus to debtor.

rateably according to the law of bankruptcy (*c*), and without preference or priority, and by such dividends as the trustee shall think fit, the debts due from the debtor to the creditors, and to pay the surplus (if any) of the said moneys to the debtor, his executors, administrators, or assigns.

4. And in further pursuance of the said agreement (*d*), and for the considerations aforesaid, the debtor hereby covenants with the trustee that he the debtor and all other necessary parties (if any) will forthwith, at the cost of the trust estate, surrender into the hands of the lord or lords, lady or ladies, of the several manors of which the same are respectively holden, according to the custom thereof respectively, all the hereditaments of copyhold or customary tenure to which the debtor is now entitled for an estate of inheritance, To the use of the trustee to be holden of the said lord or lords, lady or ladies, respectively, according to the custom of such respective manors, by and under the rents, fines, heriots, suits, and services due and of right accustomed for the same, but upon and for the same trusts and purposes and subject to the same powers and provisions as are herein declared and contained in reference to the real estate hereinbefore expressed to be hereby conveyed; and, further, that until the said respective copyhold hereditaments shall have been surrendered pursuant to the covenants hereinbefore contained, the debtor and his heirs will stand possessed thereof upon trust for the surrender thereof pursuant to such covenant, and subject thereto upon the trusts and with and subject to the powers and provisions upon, with, and subject to which the same would be held if such surrender had been made.

to be held upon the same trusts as the real estate previously conveyed,

the debtor meanwhile to hold them upon trust.

Verification of debts.

5. It shall be lawful for the trustee (if he shall feel a reasonable doubt as to any debt claimed to be due from the debtor to any creditor) to require the claimant, notwithstanding that he may have executed or assented to these presents, and that the amount or

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(*c*) Having regard to these words, "according to the law of bankruptcy," the trustee should in payment of dividend bear in mind ss. 60 and 61 of the Bankruptcy Act, 1883.

(*d*) This covenant will only be required where the debtor is the legal owner of copyholds, as his equitable interest therein will pass by the general conveyance of real estate. Probably such general conveyance would (in the absence of a covenant to surrender) be held to bind the debtor to surrender his copyholds; but it would be better to have the ordinary covenant.

supposed amount of his debt may be inserted in the schedule hereto, to verify the nature and amount of such debt or claim, with full particulars showing the consideration for the same, by statutory declaration.

Power to compromise debts due to debtor, and arrange with mortgagees.

6. It shall be lawful for the trustee to give time for the payment of any debt or debts owing to the debtor, and to accept payment thereof by instalments, composition, or otherwise, and to abandon any debt or debts which he the trustee shall consider bad, and also to make such arrangements as he may think expedient with any creditor or other person holding any portion of the trust estate by way of mortgage, pledge, or lien, in order to redeem or discharge or transfer such mortgage, pledge, or lien, or to release the equity of redemption thereof, and also out of the trust moneys from time to time to keep down the interest payable in respect of any mortgage or charge upon the trust estate or any part thereof.

To employ debtor and assistants,

7. The trustee shall be entitled with the sanction of the committee to employ any person or persons to assist him in winding-up the affairs of the debtor, and collecting, realising, and distributing the trust estate under these presents, and to pay out of the trust estate to such person or persons, and also to retain thereout as a compensation for his own time and services in connection with the trust such a remuneration as the committee shall direct, and to pay thereout to the debtor either weekly or otherwise as subsistence money for himself and his family, or in consideration of his services, if engaged in winding-up the estate (which services he shall be bound to render if and as required by the trustee), such a sum as the committee shall from time to time direct.

and pay and retain remuneration.

To bring or defend actions

8. It shall be lawful for the trustee [in his discretion] (*e*) to bring, prosecute, defend, compromise, or abandon any action or other proceeding in reference to the trust estate or any part thereof, and to settle and adjust all questions and disputes which now exist or may arise in reference to the said estate or any part thereof by arbitration, opinion of counsel, certificate of accountant, or by way of special case or agreed statement of facts stated for the opinion of any Court of competent jurisdiction, or in any other mode which may be agreed upon. But the trustee shall not

and settle disputes,

(*e*) [*Or*, "with the sanction of the committee."]

institute any legal proceeding in respect of any matter exceeding £50, except with the assent of the majority of creditors given in writing or at a meeting summoned for that purpose.

and complete or rescind contracts.

9. The trustee shall be entitled [in his discretion] (*f*) out of the trust estate to pay the expense of carrying out and completing any contract or undertaking which the debtor has already entered into and not completed (with full power for the trustee to rescind or put an end to any such contract or undertaking upon such terms as he shall think fit in case he shall think it for the benefit of the creditors so to do).

Debtor to hold leaseholds upon trust to assign same as trustee directs.

10. For the considerations aforesaid the debtor hereby declares that he will stand possessed of all leasehold property of or to which he is now possessed or entitled upon trust for the trustee, and to assign and dispose of the same in such manner as the trustee shall from time to time direct for the purposes of these presents, and that the net proceeds of every such disposition and the interim income of the said property shall be paid to the trustee and held and applied by him upon the same trusts as the other trust moneys arising under these presents.

Power of attorney.

11. For the considerations aforesaid the debtor hereby appoints the trustee to be his attorney in his name and on his behalf to execute and sign any deed or document which the trustee may think necessary or expedient for carrying into effect the trusts and purposes of these presents.

Release of debts.

12. In further pursuance of the said agreement in this behalf and in consideration of the conveyance and assignment hereinbefore contained the creditors (subject to the clauses next hereinafter contained) do hereby respectively release and discharge the debtor from all debts due from him to the creditors respectively, and from all actions, proceedings, claims, and demands in respect thereof.

Determination of deed.

13. If the trustee's title to the estate hereinbefore conveyed or assigned or agreed to be held upon trust shall fail by reason of bankruptcy or by reason of such conveyance, assignment, or trust being or becoming void, then the release hereinbefore contained shall thereupon become void and of no effect.

Reservation of rights

14. These presents and the release hereinbefore contained shall not in anywise prejudice or affect the rights or remedies of any of

(*f*) [*Or,* "with the sanction of the committee."]

the creditors against any surety or sureties, or any person or persons other than the debtor, his heirs, executors, or administrators, and for the sake of conformity alone the debtor, his heirs, executors, or administrators may be joined in any actions or other proceedings to be brought, instituted, or taken by any of the creditors against such surety or sureties, or other person or persons. against sureties.

15. These presents shall not prejudice or affect any security which any of the creditors may have or claim for his debt, but, nevertheless, if such security be of such a nature that the creditor holding or claiming the same would by the law of bankruptcy be bound to realise the same or deduct the value thereof before proving his debt in bankruptcy, then and in that case such creditor (unless he shall give up his said security) shall be entitled to receive dividends under these presents upon so much only of his said secured debt as may remain after such security shall have been realised, or after credit shall have been given for the full value thereof, such value to be agreed upon between such secured creditor and the trustee, or in case of dispute to be ascertained by two impartial valuers (one to be chosen by such secured creditor and the other by the trustee), or by an umpire to be named by such valuers before proceeding to the valuation. Secured creditors.

16. If the said C. D. or any trustee to be appointed, as hereinafter provided, shall die or go to reside abroad, or desire to be discharged from, or refuse or become incapable or unfit to act in, the execution of the trusts, or if it shall be desired to appoint an additional trustee, then and in every such case it shall be lawful for the committee, by any deed (*g*) under their hands, to appoint a new trustee, or (as the case may be) an additional trustee in the place of the trustee so dying or going to reside abroad, or desiring to be discharged, or refusing or becoming incapable or unfit to act as aforesaid, or (as the case may be) in addition to the acting trustee; And every such new trustee shall and may act in the execution of the trusts and powers of these presents as fully and effectually as if he had been hereby constituted a trustee. Power to appoint new trustees or an additional trustee.

17. The trustee may at any time call a meeting of the creditors by circular letter, stating the time, place, and object of the meeting, and sent by post or otherwise to the last-known place of To call meetings of creditors.

(*g*) The appointment of a new trustee should be by deed, so as to have the benefit of sect. 12 of the Trustee Act, 1893.

abode or business in England of such creditors respectively, or their respective agents, in time to give to such creditors or agents seven clear days' notice of such meeting, and any resolution passed at such meeting in reference to any subject mentioned in the circular by a majority in number representing three-fourths in value of the creditors present or represented at the meeting, shall bind all the parties to these presents.

To remove trustee.

18. A majority in number representing three-fourths in value of the creditors present or represented at any meeting called for the purpose by one-sixth in value of the creditors, by such circular letter as aforesaid, may by resolution remove (*h*) any trustee of these presents from office for any cause which may seem to them sufficient, and may by deed executed at or after such meeting appoint a new trustee in substitution for such removed trustee, and the costs of and incidental to such meeting and appointment shall be paid out of the trust estate.

Majority of committee to prevail.

19. The acts of the majority of the committee shall for all purposes of these presents, except where it is otherwise provided, be deemed to be the acts of the whole, and if any of them shall die or go to reside abroad, or desire to be discharged, or refuse or become incapable or unfit to act as a member of the committee, then it shall be lawful for a majority in number representing three-fourths in value of the creditors, whose respective debts amount to £10 or upwards, by any writing, to appoint one of the creditors to act as a member of the committee, who shall thereupon occupy the same position and have the same powers as if he had originally been one of the committee.

Power to appoint new members of committee.

To settle with dissentient creditors.

20. If the trustee and the committee shall unanimously be of opinion and certify that it is expedient to pay in full or otherwise than by dividends under these presents any creditor or creditors who shall decline to execute or assent to these presents, the trustee shall pay or settle with such creditor or creditors in accordance with such certificate (*i*).

In witness, &c.

Schedule of Creditors.

(*h*) It will sometimes happen that the debtor has assigned the estate to a trustee who is not acceptable to the creditors, in which case they ought to be able to substitute their own nominee. Or they may (through the committee) appoint a trustee to act with the debtor's nominee.

(*i*) In the absence of such a clause as this, the trustee could not settle

2. DEED *of* CONVEYANCE *and* ASSIGNMENT *by one Debtor for benefit of his Creditors in consideration of Covenants by the Creditors not to sue, and of Release on Certificate of Trustee and Committee of Creditors.*

[*This indenture will be the same as Precedent* 1 (*with the exception that the first recital will say* "in consideration of the covenants" *instead of* "in consideration of the release") *as far as the beginning of Clause* 12.]

Covenant by creditors not to sue for their debts while deed is in force.

12. In further pursuance of the said agreement in this behalf, and in consideration of the conveyance and assignment hereinbefore contained, the creditors hereby respectively covenant with the debtor that they the creditors respectively will not, so long as these presents shall remain in force, sue, arrest, attach, or molest the debtor or his estate for or on account of their respective debts, and that these presents may be pleaded or given in evidence as a defence and answer to any action or other proceeding which may be brought, instituted, or taken by or on behalf of any of the creditors against the debtor or his estate in breach of this covenant.

Debtor to be released on certificate of trustee and committee.

13. If the trustee and the committee shall certify (as they shall be at liberty to do at any time hereafter) that the debtor ought in their opinion to be discharged from the debts due to the creditors, then immediately upon such certificate being given the debtor shall be absolutely released and discharged from the said debts due from him to the creditors respectively, and these presents may accordingly thereafter be pleaded or given in evidence as a defence and answer to any action or other proceeding which the creditors respectively shall have at any time theretofore brought, instituted, or taken, or might at any time thereafter bring, institute, or take against the debtor or his estate for or on account of such respective debts. [*Proviso as to sureties and securities, omitting the words* "and the release hereinbefore contained"—*power to appoint new trustees or an additional trustee—call meetings—remove trustee—proviso as to majority—power to*

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with a dissentient creditor, however desirable it might be to do so. On the other hand, the presence of the clause might induce creditors to remain outside the deed in hopes of full payment. Upon the whole, the lesser evil seems to be to leave it to the judgment of the trustee and committee of creditors to decide whether to settle with dissentient creditors or take the risk of their hostility.

appoint new committeemen—settle with dissentient creditors, as in Precedent 1.]

In witness, &c.

Schedule of Creditors.

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3. DEED *of* Conveyance *and* Assignment *by Partners for the benefit of their joint and separate Creditors.*

Parties.

THIS INDENTURE, made the —— day of ——, Between A. B., C. D., and E. F., all of, &c., trading in partnership under the style or firm of A. B. & Co. (hereinafter called "the debtors"), of the first part, G. H., of, &c., I. K., of, &c., and L. M., of, &c. (*trustees*), of the second part, N. O., of, &c., P. Q., of, &c., and R. S., of, &c. (*committee of inspection*), of the third part, and the several persons, companies, and partnership firms (being creditors of the debtors, or of some or one of them) whose names and seals are set and affixed in the schedule hereto, or who shall otherwise in writing assent to these presents, and who are hereinafter called "the creditors," of the fourth part.

Recital of proposal of arrangement,

Whereas the debtors or some or one of them being indebted to the creditors respectively in divers sums which cannot at once be paid in full, have proposed to convey all their and each of their real and personal estate (except as hereinafter mentioned) to the said parties hereto of the second part, as trustees for all the creditors, in consideration of the covenants on the part of the creditors hereinafter contained.

and acceptance.

And whereas the creditors have agreed that such proposal shall be accepted and carried out by these presents in manner hereinafter appearing, and the parties hereto of the third part have agreed to act as a committee of inspection for the purposes hereinafter mentioned, and they are hereinafter referred to as "the committee."

Now this indenture witnesseth as follows:—

Real and personal estate both joint and separate (with exceptions) to trustees,

1. In pursuance of the said agreement and for the considerations aforesaid the debtors and each of them as beneficial owners or beneficial owner do or doth hereby convey and assign unto the said (*trustees*) (according to the nature and tenure thereof), All the real and personal estate of or to which the debtors or any of them

are or is seised, possessed, or entitled (except property of a leasehold tenure, shares in companies, or other property which by reason of its subjecting the holder to the performance of any onerous covenant or obligation which the trustees may within three months from the execution of these presents disclaim, and except the debtors' tools of trade (if any), and the necessary wearing apparel and bedding of the debtors respectively and their respective families), To HAVE AND TO HOLD the same premises unto the said (*trustees*), as to the real estate to the use of the said (*trustees*) in fee simple, and as to all the premises upon the trusts and subject to the provisoes and agreements hereinafter agreed and declared.

upon trust to realise.

2. The said (*trustees*) or other the trustees or trustee for the time being of these presents (all and each of whom are and is hereinafter referred to as "the trustees or trustee") shall, as soon as may be, and in such way or manner as to them or him may seem best, call in, collect, and receive the said personal estate, effects, and premises, and sell the said real estate and all the saleable part of the said personal estate, and make any such sale either by public auction or private contract, or partly in either mode, and subject to such conditions, upon such terms, and generally in such manner as they or he may think fit; and as to any policy of insurance, either by way of surrender to the office which granted the same or otherwise; and as to any property in mortgage, either subject to or discharged from such mortgage, and with power to concur with any mortgagee in any sale thereof, and also with power to buy in the property or any part thereof at any sale by auction, and to alter or rescind any contract for sale and re-sell without being responsible for any consequent loss.

Mode of sale.

Power to postpone.

3. It shall be lawful for the trustees or trustee in their or his discretion to postpone the sale and conversion of any part of the trust property for such period as they or he shall think fit (*k*), and until such sale and conversion to manage, lease, repair, let on hire, insure, or otherwise deal with the same as they or he may deem best, and in the meantime, but solely for the purpose of realising

(*k*) Add, if desired,
"but not exceeding —— months without the consent of the creditors."

the joint estate to the best advantage, carry on and manage the business of the debtors.

To hold net proceeds on trust to pay costs and expenses,

4. The trustees or trustee shall stand possessed of the net moneys to arise by any of the ways or means aforesaid, UPON TRUST thereout in the first place to pay all costs, charges, and expenses of and incidental to the investigation of the affairs of the debtors with a view to this arrangement, and of and incidental to the preparation of these presents and procuring the signatures or assents of the creditors thereto, And in the next place to pay all

and taxes and wages,

rates, taxes, wages, and other similar claims (if any) which would be payable in full or in priority in bankruptcy; And subject as aforesaid, and to the payment of all costs, charges, expenses, and sums of money which may for the time being be incurred or payable in the course of carrying out the trusts and provisions of these

and divide among creditors,

presents, upon trust thereout to pay rateably according to the law of bankruptcy (*l*), and without preference or priority, and by such dividends as the trustees or trustee shall think fit, the debts due from the debtors or any of them to the creditors respectively, and

and pay surplus to debtors.

to pay the surplus (if any) of the said moneys to the debtors respectively according to their respective rights and interests.

Covenant by debtors to surrender copyholds,

5. In further pursuance of the said agreement and for the considerations aforesaid the debtors hereby jointly covenant and each of them hereby separately covenants with the trustees or trustee that they the debtors and each of them, and all other necessary parties (if any), will forthwith at the cost of the trust estate surrender into the hands of the lord or lords, lady or ladies, of the several manors of which the same are respectively holden, according to the custom thereof respectively, all the hereditaments of copyhold or customary tenure to which the debtors or any of them are or is now entitled for an estate of inheritance, To the use

to be held upon the same trusts as the real estate previously conveyed, the debtor meanwhile to hold them upon trust.

of the trustees or trustee to be holden of the said lord or lords, lady or ladies, respectively, according to the custom of such respective manors, by and under the rents, fines, heriots, suits, and services due and of right accustomed for the same, but upon and for the same trusts and purposes and subject to the same powers and provisions as are herein declared and contained in reference to the real estate hereinbefore expressed to be conveyed; and, further, that until the said respective copyhold hereditaments shall have

(*l*) See note (*c*) on p. 170, *ante*.

been surrendered pursuant to the covenants hereinbefore contained, the debtors and each of them and their and his heirs will stand possessed thereof upon trust for the surrender thereof pursuant to such covenant, and subject thereto upon the trusts and with and subject to the powers and provisions upon, with and subject to which the same would be held if such surrender had been made.

Verification of debts.

6. It shall be lawful for the trustees or trustee (if they or he shall feel reasonable doubt as to any debt claimed to be due from the debtors or any of them to any of the creditors) to require the claimant, notwithstanding that he may have executed or assented to these presents, and that the amount or supposed amount of his debt may be inserted in the schedule hereto, to verify the nature and amount of his debt or claim, with full particulars showing the consideration for the same, by statutory declaration.

Power to settle with dissentient creditors.

7. It shall be lawful for the trustees or trustee (if they or he deem it expedient) to pay in full, or compound for at a higher rate, or give security for, or otherwise settle any debt not exceeding £—— of any separate creditor, or £—— of any joint creditors, who may refuse to come in and take advantage of these presents.

Power to compromise debts due to debtors,

8. It shall be lawful for the trustees or trustee to give time for the payment of any debt owing to the debtors, or any of them, and to accept payment thereof by instalments, composition, or otherwise, and to abandon any debt which they or he the trustees or trustee shall consider bad, and also to make such arrangements as they or he may think expedient with any creditor or other person holding any portion of the trust estate by way of mortgage, pledge, or lien, in order to redeem or discharge or transfer such mortgage, pledge, or lien, or to release the equity of redemption thereof, and also out of the trust moneys from time to time to keep down the interest payable in respect of any mortgage or charge upon the trust estate or any part thereof.

and arrange with mortgagees.

Power to employ debtors and assistants,

9. The trustees or trustee shall be entitled, with the sanction of the committee, to employ any person or persons to assist them or him in winding-up the affairs of the debtors, and collecting, realising, and distributing the trust estate under these presents, and to pay out of the trust estate to such person or persons, and also to retain thereout as a compensation for their or his own time and services in connection with the trusts such a remuneration as the committee shall direct, and to pay thereout to the debtors or any of them, either weekly or otherwise, as subsistence money, for

and pay and retain remuneration.

themselves and their respective families, or in consideration of their services if engaged in winding-up the estate, such a sum as the committee shall from time to time direct.

Rules in bankruptcy to apply.

10. In the administration and distribution of the joint and separate estates of the debtors under these presents the trustees or trustee shall follow, and the creditors and the debtors shall, so far as circumstances admit, have the benefit of, and be bound by, the rules, rights, and equities which govern or prevail in the administration of joint and separate estates in bankruptcy.

Power to bring or defend actions, and settle disputes,

11. It shall be lawful for the trustees or trustee [in their or his discretion] (*m*) to bring, prosecute, defend, compromise, or abandon any action or other proceeding in reference to the trust estate or any part thereof, and to settle and adjust all questions and disputes which now exist or may arise in reference to the estate or any part thereof by arbitration, opinion of counsel, certificate of accountant, or by way of special case or agreed statement of facts stated for the opinion of any Court of competent jurisdiction, or in any other mode which may be agreed upon between the trustees or trustee and such disputants or disputant.

and complete or rescind contracts.

12. It shall be lawful for the trustees or trustee out of the trust estate to pay the expense of carrying out and completing any contract or undertaking which the debtors have already entered into and not completed, with full power for the trustees or trustee to rescind or put an end to any such contract or undertaking upon such terms as they or he shall think fit, in case they or he shall think it for the benefit of the creditors so to do.

Debtors to hold leaseholds upon trust to assign same as trustees direct.

13. For the considerations aforesaid the debtors hereby jointly declare, and each of them hereby separately declares, that they and each of them will stand possessed of all leasehold property (*n*) of or to which they or any of them are or is now possessed or entitled upon trust for the trustees or trustee, and to assign and dispose of the same in such manner as the trustees or trustee shall from time to time direct for the purposes of these presents, and that the net proceeds of every such disposition, and the interim income of the said property, shall be paid to the trustees or trustee, and held and

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(*m*) [*Or*, "with the sanction of the committee."]

(*n*) If shares on which calls are liable to be made are excepted from the assignment, see note on p. 168, *ante*.

applied by them or him upon the same trusts as the other trust moneys arising under these presents.

Power of attorney.

14. For the considerations aforesaid the debtors hereby jointly appoint, and each of them hereby separately appoints, the trustees or trustee to be the attorneys and attorney of the debtors and each of them in their and each of their names or name, and on their and each of their behalf, to execute and sign any deed or document which the trustees or trustee may think necessary or expedient for carrying into effect the trusts and purposes of these presents or any of them.

Covenant by creditors not to sue for their debts while deed in force.

15. In further pursuance (*o*) of the said agreement in this behalf, and in consideration of the conveyance and assignment hereinbefore contained, the creditors hereby respectively covenant with the debtors and each of them that they the creditors respectively will not, so long as these presents shall remain in force, sue, arrest, attach, or molest the debtors or any of them, or their or any of their estates, for or on account of the debts due to the creditors respectively from the debtors or any of them; and that these presents may be pleaded or given in evidence as a defence and answer to any action or other proceeding which may be brought, instituted, or taken by or on behalf of any of the creditors against the debtors or any of them, or their or any of their estates in breach of this covenant.

Debtors to be released on certificate of trustees and committee.

16. If the trustees or trustee and the committee shall certify (as they shall be at liberty to do at any time hereafter) that the debtors or any of them, either as a firm or as individuals, ought in their opinion to be discharged (*p*) from the debts due to the creditors from the debtors, either jointly or separately, then immediately upon such certificate being given, the debtors and each or any of them (according to the terms of the certificate) shall be absolutely released and discharged from the debts due from them or him to the creditors respectively; and these presents may accordingly thereafter be pleaded or given in evidence as a defence

(*o*) See and adapt Precedent 1 for form of release, if such is preferred to a covenant not to sue. In that case, too, the first recital will say "release" instead of "covenants."

(*p*) There seems no reason why, in a case of joint and separate administrations under a deed, there should not be distinct releases. See *Meggy* v. *Imperial Discount Co.* (1878), 3 Q. B. D. 711; 48 L. J. Q. B. 54.

and answer to any action or other proceeding which the creditors respectively shall have at any time heretobefore brought, instituted, or taken, or might at any time thereafter bring, institute, or take, against the debtors or any of them, or their or any of their estates, for or on account of such respective debts.

Proviso as to sureties,

17. These presents shall not in anywise prejudice or affect the rights or remedies of any of the creditors against any surety or sureties, or any person or persons other than the debtors or their respective heirs, executors, or administrators, and for the sake of conformity alone the debtors or any of them may be joined in any actions or other proceedings to be brought, instituted, or taken by any of the creditors against such surety or sureties, or other person or persons.

and securities.

18. These presents shall not prejudice or affect any security which any of the creditors may have or claim for his debt, but, nevertheless, if such security be of such a nature that the creditor holding or claiming the same would, by the law of bankruptcy, be bound to realise the same or deduct the value thereof before proving his debt in bankruptcy against the estate from or upon which the security is held (*q*), then and in that case such creditor (unless he shall give up his said security) shall be entitled to receive dividends under these presents out of such estate upon so much only of his said secured debt as may remain after such security shall have been realised, or after credit shall have been given for the full value thereof, such value to be agreed upon between such secured creditor and the trustees or trustee, or in case of dispute to be ascertained by two impartial valuers (one to be chosen by such secured creditor and the other by the trustees or trustee), or by an umpire to be named by such valuers before proceeding to the valuation. [*Power to appoint new trustees, or an additional trustee, saying,* "any of them the said G. H., I. K., and L. M." *for* "the said C. D."—*call meetings of creditors, inserting the words* "provided that such resolution do not contravene the law of bankruptcy or any rule for the time being in force

(*q*) This clause draws attention to the rule in bankruptcy that a creditor of a firm may prove his whole debt against the joint estate without giving credit for the value of any security which he holds upon the separate estate of any partner; and conversely a separate creditor of any partner may prove against the separate estate of such partner as an unsecured creditor, although holding security on the joint estate.

thereunder relating to the administration of joint and separate estates" (*r*) *after* "represented at the meeting"—*remove trustee—proviso as to majority—power to appoint new committeemen, as in Precedent* 1.]

In witness, &c.

SCHEDULE.

Part 1.—Joint Creditors.
„ 2.—Separate Creditors of A. B.
„ 3.—Separate Creditors of C. D.
„ 4.—Separate Creditors of E. F.

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4. DEED *of* Assignment *of Personal Estate by one Debtor for benefit of his Creditors.* (*A short form.*)

THIS INDENTURE, made the —— day of ——, Between A. B., of, &c. (hereinafter called "the debtor"), of the first part, C. D., of, &c., of the second part, and the several persons, companies, and partnership firms (being creditors of the debtor) whose names and seals are set and affixed in the schedule hereto, or who shall otherwise in writing assent to these presents (hereinafter called "the creditors"), of the third part. Parties.

WITNESSETH as follows:—

1. In consideration of the release on the part of the creditors hereinafter contained the debtor, as beneficial owner, hereby assigns unto the said C. D. All the personal estate of or belonging or due to the debtor (except (*s*) the debtor's tools of trade (if any) and the necessary wearing apparel and bedding of himself and his family), To hold the same unto the said C. D. (hereinafter referred to as "the trustee") subject to the trusts and conditions hereinafter contained. Assignment of personal estate to trustee, upon trust to realise

2. The trustee shall as soon as convenient collect, get in, and sell the same, and out of the net moneys to arise thereby in the

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(*r*) The object of these words is to prevent the possibility of the joint creditors (who will generally predominate at the meeting) passing a resolution prejudicial to the separate creditors.

(*s*) If the debtor is possessed of shares in public companies on which calls are likely to be made, they may be excepted.

and pay costs and expenses,

first place pay all costs, charges, and expenses of and incidental to the investigation of the affairs of the debtor with a view to the arrangement intended by these presents, and of and incidental to the preparation of these presents and procuring the signatures or assents of the creditors thereto, and all rates, taxes, wages, and other similar claims (if any) which would be payable in full or in priority in bankruptcy, and subject as aforesaid, and to the payment of all costs, expenses, and sums of money which may for the time being be incurred or payable in the course of the carrying out the trusts and provisions of these presents, Upon trust to pay and discharge rateably according to the law of bankruptcy, and without preference or priority, and by such dividends as the trustee shall think fit, the debts due from the debtor to the creditors, and to pay the surplus (if any) of the said moneys to the debtor, his executors, administrators, or assigns.

and taxes and wages,

and divide among creditors,

and pay surplus to debtor.

3. [*Proviso for verification of debts.*]

4. [*Power to compromise debts due to debtor and to arrange with mortgagees, as in Precedent* 1.]

Power to employ and remunerate debtor and other persons.

5. It shall be lawful for the trustee in his discretion to employ any person or persons to assist him in winding-up the affairs of the debtor, and collecting, realising, and distributing the trust estate under these presents, and to pay out of the trust estate to such person or persons such salary or remuneration as he shall think fit, and to pay thereout to the debtor, either weekly or otherwise, such sum (not exceeding £—— per week) as subsistence money for himself and family, and such further sum (not exceeding £—— per week) in consideration of his services if engaged in winding-up the estate, as the trustee shall from time to time think fit.

Trustee being an accountant may be paid for services.

6. The said C. D., or any future trustee who may be an accountant, shall be entitled from time to time to be paid or retain out of the moneys in hand such sum or sums by way of reasonable remuneration for any services rendered by him as an accountant in reference to the trust estate as according to the custom of the profession of public accountants he would have been entitled to be paid had he not been a trustee (*t*).

(*t*) This clause must not be used except where the trustee is an accountant.

7. It shall be lawful for the trustee in his discretion to bring, prosecute, defend, compromise, or abandon any action or other proceeding in reference to the trust estate or any part thereof, and to settle and adjust all questions and disputes which now exist or may arise in reference to the said estate or any part thereof by arbitration, or in any other mode which may be agreed upon between the trustee and such disputants or disputant. Power to bring or defend actions and settle disputes.

8. [*Power of attorney, as in Precedent* 1.]

9. In consideration of the assignment hereinbefore contained the creditors do hereby respectively release and discharge the debtor from all debts due from him to the creditors respectively, and from all actions, proceedings, claims, and demands in respect thereof. Release of debts.

10. [*Proviso as to sureties and securities.*]

11. [*Power to appoint new trustees or an additional trustee* (*u*).]

12. [*Call meetings.*]

13. [*Remove trustee.*]

14. If the trustee and any one or more of the creditors whose debt or debts represents or represent at least one-sixth part of the entire indebtedness of the debtor shall be of opinion and certify that it is expedient to pay in full or otherwise than by dividends under these presents any creditor or creditors who shall decline to execute or assent to these presents, the trustee shall pay or settle with such creditor or creditors in accordance with such certificate. Power to settle with dissentient creditors.

In witness, &c.

Schedule.

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5. DEED *of* Inspectorship *between Partners and their joint and separate Creditors where the Business is to be carried on.*

THIS INDENTURE, made the —— day of ——, Between A. B. and C. D., both of, &c., merchants and co-partners (hereinafter called "the debtors"), of the first part, E. F., of, &c., G. H., of, &c., and I. K., of, &c. (*inspectors*), of the second part, and the Parties.

(*u*) See Precedent 1; but, there being no committee, the power to appoint new trustees or an additional trustee should be made exercisable by "a majority in number representing three-fourths in value of the creditors whose respective debts amount to 10*l.* or upwards."

several persons, companies, and partnership firms (being creditors of the debtors or of one of them) whose names and seals are set and affixed in the schedule hereto, or who shall otherwise in writing assent to these presents, and who are hereinafter called "the creditors," of the third part.

Recital of proposal of inspectorship.

WHEREAS the debtors have for some time past carried on the trade or business of merchants at —— in partnership, under the style or firm of ——, and having in the course of such business and otherwise become indebted in divers sums which cannot at once be paid in full, they have proposed to provide for the gradual liquidation of their debts as far as possible by the carrying on (*x*) of their said business and the collection and realisation of their joint and separate estates under the inspection and control of the parties hereto of the second part (who, and the survivors and survivor of them, and the inspectors or inspector for the time being acting under these presents, are and is hereinafter called "the inspectors or inspector").

AND WHEREAS the creditors have agreed to accept the said proposal.

NOW THIS INDENTURE WITNESSETH as follows:—

Letter of licence by creditors to debtors to carry on their business.

1. In pursuance of the said agreement and in consideration of the covenants and agreements hereinafter contained, and on the part of the debtors and each of them to be observed and performed, The creditors by these presents respectively grant unto the debtors and each of them free and absolute liberty and licence henceforth to conduct, manage, and carry on (*y*) their said business, and to collect, get in, realise, and dispose of all the real and personal estate of or to which they or either of them are or is now seised, possessed, or entitled under the inspection, and subject to the approbation, direction, and control of the inspectors or inspector (*z*)

(*x*) If the business is not to be carried on except for purposes of winding up, the words "winding up" should be substituted for "carrying on."

(*y*) Substitute the words "wind up" if required.

(*z*) If a definite time is fixed, the remainder of this covenant will run thus:

"For the period of —— calendar months from the date of these presents, unless in the meantime the said debts shall have been fully paid, or the debtors shall have obtained their release under these presents, or these presents shall become void," &c.

until the said debts shall have been fully paid, or until the debtors shall have obtained their release under these presents, or until these presents shall become void by virtue of the provisions hereinafter in that behalf contained.

Creditors not to sue in the meantime.

2. In further pursuance of the said agreement and for the considerations aforesaid the creditors hereby respectively covenant with the debtors and each of them that they the creditors respectively will not during the continuance of the said letter of licence sue, attach, impede, or molest the debtors or either of them, their or either of their heirs, executors, or administrators, estate or effects, for or in respect of any debt or demand provable or claimable under these presents; and that these presents may be pleaded or given in evidence as a defence and answer to any action or other proceeding which may be brought, instituted, or taken by or on behalf of any of the creditors against the debtors or either of them, or their or either of their estate in breach of this covenant.

Covenants by debtors to make up accounts of assets and debts.

3. In further pursuance of the said agreement and in consideration of the letter of licence hereinbefore contained and of the covenants on the part of the creditors herein contained the debtors hereby jointly and severally covenant with the inspectors or inspector, and also (as a separate covenant) with the creditors respectively, That they the debtors and each of them will, when requested so to do by the inspectors or inspector, draw out and state just, true, and exact accounts in writing of all their partnership and separate debts and credits, liabilities, claims, contracts, and engagements, and generally of all their and each of their estates and effects, and of the several charges, outgoings, liens, and incumbrances upon or affecting the same respectively, and will balance the said accounts and deliver the same signed by them or such of them as shall be required by the inspectors or inspector so to do unto the inspectors or inspector.

To carry on business and realise estate.

4. The debtors will at all times hereafter during the continuance of this inspectorship use and exert their and each of their best and utmost endeavours, under and subject to the directions, control, and advice of the inspectors or inspector, to conduct, manage, and carry on [*or*, wind up] the said trade or business, and to collect, get in, realise, and dispose of all the real and personal estate of or to which they or either of them are or is now seised, possessed, or entitled (hereinafter called "the said estate"), with a view to the payment of the creditors; And will for the purposes

aforesaid, or any of them, and at the expense of the estate affected thereby, bring, institute, take, adopt, defend, compromise, or abandon all such actions, proceedings, or measures, and execute and sign all such deeds and documents as the inspectors or inspector may require.

Not to pledge or encumber estate, &c.

5. The debtors respectively will not at any time during the continuance of this inspectorship dispose of, pledge, or incumber the said estate or any part thereof without the consent in writing of the inspectors or inspector, except only in the way of their trade and so far as may be strictly necessary and customary in carrying on the business, or give credit to any person whom the inspectors or inspector shall have forbidden them to trust, nor will either of them wilfully do or suffer to be done any act or deed by means whereof any of their creditors may obtain any undue preference or advantage over any other or others of them.

To keep proper books of account,

6. The debtors or such of them as shall be required by the inspectors or inspector so to do will from time to time during the continuance of this inspectorship keep proper books of account relating to the said trade or business and the said estates, and therein make or cause to be made true and proper entries of all their and each of their receipts and payments, and of all other such transactions and matters, with such particulars and details as shall be requisite and proper for showing from time to time the dealings with and the condition and prospects of the said trade or business and the said estate, and the progress which shall have been made in liquidation of their debts, and will carefully preserve all vouchers relating to such trade, business, or estate or any part thereof.

to allow inspectors to examine books and vouchers.

7. The debtors will permit the inspectors or inspector or any person authorised by them or him in writing for the purpose at all reasonable times to inspect and examine the said books of account and all other books, papers, vouchers, or writings in the custody or power of the debtors, or either of them, relating to the said trade or business or the said estate or any part thereof.

Not to carry on new business, &c.

8. The debtors will not during the continuance of this inspectorship, either alone or in conjunction with any other person or persons, become engaged in or undertake any new trade or business, or become bound for or be bail or security for any person or persons, or revoke the power of attorney hereinafter contained, or do or execute or be party or privy to any act or deed by means

whereof the objects of these presents shall or may be hindered or obstructed.

Power for inspectors to employ assistants, and pay salaries and allowance to debtors.

9. It shall be lawful for the inspectors or inspector to employ or authorise the employment of any person or persons to assist in the carrying on [*or*, winding-up] of the said business, or the collection, realisation, and liquidation hereby contemplated, and to pay out of the said estate to any such person or persons as wages or salary, and also to the debtors respectively, as a remuneration for services rendered, or for subsistence money for themselves and their families, such sums of money as the inspectors or inspector shall from time to time think fit.

Inspector being an accountant may be paid for services.

10. Any inspector who may be an accountant shall be entitled from time to time to be paid, or retain out of the moneys in hand, such sum or sums by way of reasonable remuneration for any services rendered by him as an accountant in reference to the trust estate as according to the custom of the profession of public accountants he would have been entitled to be paid had he not been an inspector (*a*).

Application of moneys realised.

11. All the moneys which shall come to the hands or under the control of the inspectors or inspector in the course of the inspection shall be applied by or under the direction of the inspectors or inspector in the *first* place in payment of all the current expenses necessarily incurred in the carrying on of the business, including therein all rents, rates, taxes, assessments, interest on mortgages, and other necessary outgoings; *secondly*, in payment of all expenses of and incidental to the carrying out of these presents and of the exercise of any of the powers thereof, including the out-of-pocket expenses of the inspectors and such sums by way of remuneration as the creditors may by resolution authorise; *thirdly*, in payment to the debtor weekly of such sum as the inspectors may think fit by way of maintenance for himself and family; *fourthly*, in payment rateably to all the creditors of their respective debts with interest and without preference or priority at such times and in such manner as the inspectors shall determine; and, *lastly*, if there be any surplus, in payment of such surplus to the debtors respectively, or their respective executors, administrators, or assigns, according to their respective rights and interests.

(*a*) This clause must not be used except where an accountant is an inspector.

Rules in bankruptcy to prevail.

12. In the administration and distribution of the joint and separate estates of the debtors under these presents the inspectors or inspector shall follow, and the creditors and the debtors shall have the benefit of, and be bound by, the rules, rights, and equities which prevail in the administration of joint and separate estates in bankruptcy, and if any case should arise in the course of this inspection having reference to the said estate, or any part thereof, which shall appear to the inspectors or inspector not to be sufficiently provided for by these presents, the inspectors or inspector shall follow the law and practice of English bankruptcy in like cases.

Moneys and securities to be placed in bank.

13. The inspectors or inspector shall from time to time pay into and deposit in the —— Bank in their or his names or name to the account of "—— & Co., in liquidation," or to such other account as they or he shall think fit, all moneys, bills, notes, cheques, and other negotiable instruments and securities for money (forming part of the said estate) which shall come to the hands or under the control of the inspectors or inspector in the course of this inspection, and such account shall be drawn upon in such manner as the inspectors or inspector shall from time to time direct.

Inspectors to declare dividends.

14. The inspectors or inspector shall from time to time, when and as often as the moneys in hand shall in their or his opinion be sufficient for the purpose (after allowing for current expenses), declare and pay rateable dividends to the creditors respectively on account of their respective debts; but the amount of every such dividend, and the mode and place of payment thereof, shall be in the discretion of the inspectors or inspector.

May retain sum to answer debts not ascertained.

15. In case any dividend or dividends as aforesaid shall be declared before the amount of dividend payable to all the creditors on their respective debts shall have been ascertained, the inspectors or inspector shall retain a sufficient sum or sums for the purpose of paying a like rateable dividend to any creditor or creditors the amount of dividend payable on whose debt shall not have been ascertained, and shall afterwards pay such dividend to such creditor or creditors as soon as the amount of dividend payable on his or their debt shall have been ascertained; or, in case no such retention shall have been made by the inspectors or inspector, they or he shall out of the moneys from time to time in hand (after deducting or allowing for current expenses) pay to such creditor or creditors, as soon as the amount of dividend payable on his or

their debt shall have been ascertained, a rateable dividend or dividends on the amount of such debt or debts before any further dividend shall be paid to the general body of creditors, but so as not to disturb any dividend or dividends which may previously have been paid to the general body of creditors.

Power of inspectors to bring or defend actions,

16. It shall be lawful for the inspectors or inspector to bring, prosecute, compromise, or defend, or authorise the bringing, prosecution, compromise, or defence of any action or other proceeding in reference to the said trade or business, or to the said estate or any part thereof, or to these presents.

to sell,

17. It shall be lawful for the said inspectors or inspector to sell or authorise sales of the said estate or any part thereof to any person or persons, either by public auction or private contract, or partly in either mode, upon such terms and subject to such conditions and generally in such manner as they or he shall think fit, and to buy in the property or any part thereof at any sale by auction, and to alter or rescind any contract for sale and resell without being responsible for any consequent loss.

and to compound debts and settle disputes.

18. It shall be lawful for the inspectors or inspector to give time for the payment of any debt or debts owing to the debtors or either of them, and to accept payment thereof by instalments, composition, or otherwise, and to abandon any debt or debts which they or he the inspectors or inspector shall consider bad, and to settle any question or dispute which now exists or may arise in reference to the said trade or business or the said estate by arbitration, opinion of counsel, certificate of accountant, or by way of special case submitted for the opinion of any Court of competent jurisdiction, or in such other way as may be agreed upon between the inspectors or inspector and such disputant or disputants.

Verification of claims.

19. It shall be lawful for the inspectors or inspector to require any person or persons claiming to be a creditor or creditors of the debtors or either of them (notwithstanding that such person or persons may have executed or assented to these presents, and that the amount or supposed amount of his or their debt may be inserted in the schedule hereto) to verify the nature and amount of such debt or claim, with particulars showing the consideration for the same, by statutory declaration (but, nevertheless, this power shall not be exercised unless the inspectors or inspector shall entertain reasonable doubt in respect of any debt), and also to make such arrangements as the inspectors or inspector may think

Power to arrange with mortgagees.

expedient with any creditor or other person or persons holding any portion of the said estate by way of mortgage, pledge, or lien, in order to redeem, discharge, or transfer such mortgage, pledge, or lien, or to release the equity of redemption thereof.

Reservation of rights against sureties,

20. These presents shall not prejudice or affect the rights or remedies of any of the creditors against any surety or sureties or any person or persons other than the debtors respectively, or their respective heirs, executors, or administrators; and all such rights and remedies are hereby expressly reserved.

of secured creditors.

21. These presents shall not prejudice or affect any security which any of the creditors may have or claim for his debt; but, nevertheless, if such security be of such a nature that the creditor holding or claiming the same would by the law of bankruptcy be bound to realise the same or deduct the value thereof before proving his debt in bankruptcy against the estate on which such security is held, then and in that case such creditor (unless he shall give up such security) shall be entitled to receive dividends out of such estate under these presents on so much only of his debt as may remain after such security shall have been realised or credit given for the full value thereof, such value to be agreed upon between the secured creditor and the inspectors or inspector, or in case of dispute to be ascertained by two impartial valuers (one to be chosen by the secured creditor and the other by the inspectors or inspector), or by an umpire to be named by such valuers before proceeding to the valuation.

Covenant by debtors to assign estate if required,

22. The debtors hereby jointly and severally covenant with the inspectors or inspector and also (as separate covenants) with the creditors respectively that if at any time during the continuance of this inspectorship the inspectors or inspector shall, in order to carry out more advantageously for the creditors the liquidation intended to be provided for by these presents, require the debtors by notice in writing, signed by the inspectors or inspector, and left at the place of business of the debtors or at their respective places of abode, to execute an assignment of all the said estate or of so much thereof as may remain undisposed of, then the debtors or their respective heirs, executors, or administrators will forthwith, at the expense of the estate, by all proper assurances and acts, convey, assign, and deliver up to the inspectors or inspector, or to any trustees or trustee nominated by the inspectors or inspector, all the said estate (including all the stock-in-trade,

fixtures, and chattels which may then be belonging to and all debts which may then be owing to the said business and the goodwill thereof), UPON trust that the same may, with as little delay as the circumstances will admit, be got in and realised and the proceeds thereof applied (after payment of all costs, charges, expenses, and sums of money which may be properly payable under these presents and may be then unpaid) in or towards the payment of so much of the debts due to the creditors as shall then remain unpaid according to their respective rights and interests in manner aforesaid, and the deed or deeds of assignment to be executed in pursuance of such covenant as aforesaid shall contain all such covenants, powers, and provisions as the inspectors or inspector shall approve.

upon trust for speedy realisation and division among creditors.

23. In further pursuance of the said agreement and in consideration of the premises the debtors do and each of them doth hereby appoint the inspectors or inspector the attorneys and attorney of them the debtors and each of them in their and each of their names or otherwise to ask, demand, sue for, recover, and receive all or any part of the said estate and to give effectual receipts and discharges for the same, and also in their and each of their names and as their and each of their act and deed or otherwise to execute (*b*), sign, seal, and deliver any such deed of assignment as aforesaid and all other necessary or proper deeds and documents for carrying into effect any of the powers, covenants, and provisions of these presents, and for all or any of the purposes aforesaid from time to time to appoint any substitute or substitutes.

Power of attorney.

24. In further pursuance of the said agreement and in consideration of the premises the creditors hereby respectively covenant with the debtors respectively that if and when the inspectors or inspector shall by writing under their or his hands certify that (*c*) the debtors have made such assignment of the said estate as is hereinbefore mentioned (which certificate the inspectors or

Release of debtors.

(*b*) This will prevent a possible deadlock if the debtors should refuse to sign the deed of assignment.

(*c*) Where the business is to be carried on with a view only to being wound up, insert here,

"the winding-up, realisation, and liquidation provided for by these presents has as far as possible been concluded, or that."

inspector shall be bound to give immediately on such assignment being made), then and in such case (*d*) and immediately upon such certificate being given the debtors and each of them, and their respective heirs, executors, and administrators, shall be thenceforth absolutely released and discharged from the said debts due from them or either of them to the creditors respectively, and these presents shall accordingly thereafter operate and be pleadable as a defence to any action or other proceeding which the creditors respectively, or their respective heirs, executors, or administrators, shall have at any time theretofore brought, instituted, or taken, or might at any time thereafter bring, institute, or take, against the debtors or either of them, or their respective heirs, executors, or administrators, for or on account of such respective debts.

Power for inspectors to determine licence on resolution,

25. If the inspectors or inspector shall at any time during the continuance of the inspection be dissatisfied with the conduct of the debtors or either of them in relation to these presents, they or he the inspectors or inspector may call a meeting of the creditors whose respective debts amount to £10 or upwards, by circular letter, stating the time, place, and object of the meeting, and sent by post or otherwise to the last-known place of abode or business in England of such creditors respectively, or their respective agents, in time to give to such creditors or agents seven clear days' notice of such meeting, and if at such meeting a majority in number representing three-fourths in value of the creditors present or represented thereat shall resolve that the debtors or either of them have or has in their opinion wilfully broken or failed to comply with any of the covenants or agreements herein contained, and on their or his part to be observed and performed, and that such breach or failure will in the opinion of such majority materially interfere with the further progress of the inspection, or if during the continuance of this inspection the debtors or either of them shall be adjudicated bankrupt, or a receiving order shall be made against them or either of them, or if during such continuance any execution or other process of law shall be issued and enforced against the debtors or either of them, or their or either of their estate and effects, so as in the opinion of the inspectors or inspector to interfere materially with the arrangement hereby

or upon bankruptcy of debtors or issue of execution.

(*d*) Say, "in either of such cases" if the clause in note (*c*) is inserted.

contemplated, then and in any of such cases it shall be lawful for the inspectors or inspector by writing under their or his hands to declare these presents at an end, and thereupon these presents shall cease and determine (but without prejudice to anything lawfully done hereunder), and the creditors respectively shall thenceforth be at liberty to sue for or prove for the full amount of their respective debts or claims, except so far as they may have previously received the same under these presents or otherwise.

Power to appoint new inspectors.

26. If the inspectors hereby constituted, or any of them, or any inspectors or inspector to be appointed as hereinafter provided, shall die or go to reside abroad, or desire to be discharged from, or refuse or become incapable or unfit to act in the execution of, the inspectorship, then and in every such case it shall be lawful for the surviving or continuing inspectors or inspector for the time being (and for this purpose every retiring inspector shall, if competent and willing to act in the execution of this power, be considered a continuing inspector) by any deed, or, if the inspectors or inspector shall decline to exercise such power, or if there shall be no inspector then living or capable of exercising and willing to exercise such power, then for a majority in number representing three-fourths in value of the creditors whose respective debts amount to £10 or upwards, by any deed, to appoint a new inspector or new inspectors in the place of the inspector or inspectors so dying, or going to reside abroad, or desiring to be discharged, or refusing or becoming incapable or unfit to act as aforesaid. And every such new inspector may act in the inspectorship as fully and effectually as if he had been hereby constituted an inspector.

Majority to prevail.

27. If at any time while there shall be more than two inspectors any dispute shall arise between them as to the exercise of any discretionary power hereby vested in them, the opinion of the majority shall prevail (*e*), And the inspectors shall not be answerable for the acts or defaults of each other, or of the debtors or any of them, nor for any loss which may befall the estate under inspection, not arising from wilful default of the inspectors or inspector.

Reimbursement.

28. It shall be lawful for the inspectors or inspector to re-

(*e*) Or it may be provided that, in case they differ, they shall summon a meeting of creditors to decide between them.

imburse themselves or himself out of the moneys in hand all costs and expenses actually and properly incurred by them or him in the course of the inspectorship.

Power to settle with dissentient creditors.

29. If a majority in value of the creditors present or represented at a meeting called by the inspectors or inspector in manner aforesaid shall resolve that in their opinion it is expedient to pay in full or otherwise than by dividends under these presents any creditor or creditors who shall decline to execute or assent to these presents, the inspectors or inspector shall pay or settle with such creditor or creditors in accordance with the said resolution.

In witness, &c.

SCHEDULE.

Part 1.—Joint Creditors.
„ 2.—Separate Creditors of A. B.
„ 3.—Separate Creditors of C. D.

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6. DEED *of* Inspectorship *between one Debtor and his Creditors where the Business is to be wound up.*

Parties.

THIS INDENTURE, made the —— day of ——, Between A. B., of, &c. (hereinafter called "the debtor"), of the first part, E. F., of, &c., G. H., of, &c., and I. K., of, &c. (*inspectors*), of the second part, and the several persons, companies, and partnership firms (being creditors of the debtor) whose names and seals are set and affixed in the schedule hereto, or who shall otherwise in writing assent to these presents, and who are hereinafter called "the creditors," of the third part.

Recital of proposal of inspectorship,

Whereas the debtor has for some time past carried on the trade or business of —— at ——, and having in the course of such business and otherwise become indebted in divers sums which cannot at once be paid in full, he has proposed to provide for the gradual liquidation of his debts as far as possible by the winding-up of his said business and the collection and realisation of his estate under the inspection and control of the parties hereto of the second part (who, and the survivors of them and the inspectors for the time being acting under these presents, are hereinafter called "the inspectors").

AND WHEREAS the creditors have agreed to accept the said proposal: and acceptance.

NOW THIS INDENTURE WITNESSETH as follows:—

1. In pursuance of the said agreement, and in consideration of the covenants and agreements hereinafter contained, and on the part of the debtor to be observed and performed, The creditors hereby respectively grant unto the debtor free and absolute liberty and licence henceforth to conduct, manage, and wind up his said trade or business, and to collect, get in, realise, and dispose of all the real and personal estate of or to which he is now seised, possessed, or entitled under the inspection, and subject to the approbation, direction, and control of the inspectors, until the said debts shall have been fully paid or the debtor shall have obtained his release under these presents, or until these presents shall become void by virtue of the provisions hereinafter in that behalf contained. Letter of licence by creditors to debtor to wind up business.

2. In further pursuance of the said agreement and for the considerations aforesaid the creditors hereby respectively covenant with the debtor that they the creditors respectively will not during the continuance of the said letter of licence sue, attach, impede, or molest the debtor, his heirs, executors, or administrators, estate or effects, for or in respect of any debt or demand provable or claimable under these presents, and that these presents may be pleaded or given in evidence as a defence and answer to any action or other proceeding which may be brought, instituted, or taken by or on behalf of any of the creditors against the debtor or his estate in breach of this covenant. Creditors not to sue in the meantime.

3. In further pursuance of the said agreement, and in consideration of the letter of licence hereinbefore contained and of the covenants on the part of the creditors herein contained, the debtor hereby covenants with the inspectors and also (as a separate covenant) with the creditors respectively that he the debtor will at all times during the continuance of this inspectorship use and exert his best and utmost endeavours under and subject to the directions, control, and advice of the inspectors to conduct, manage, and wind up the said trade or business and to collect, get in, realise, and dispose of all the real and personal estate of or to which he is now seised, possessed, or entitled (hereinafter called "the said estate") with a view to the payment of the creditors. AND will for the purposes aforesaid, or any of them, and at the expense of the said Covenants by debtor to wind up business and realise estate under control of inspectors,

estate, bring, institute, take, adopt, defend, compromise, or abandon all such actions, proceedings, or measures, and execute and sign all such deeds and documents as the inspectors may require, and, moreover, that the debtor will not at any time during the continuance of this inspectorship dispose of, pledge, or incumber the said estate or any part thereof without the consent in writing of the inspectors, or give credit to any person whom the inspectors shall have forbidden him to trust, or wilfully do or suffer to be done any act or deed by means whereof any of the creditors may obtain any undue preference or advantage over any other or others of them.

and to keep proper books of account.

4. The debtor will, when required by the inspectors so to do, from time to time during the continuance of this inspectorship keep proper books of account relating to the said trade or business and the said estate (*add from Precedent 5 remainder of covenant as to keeping books—5. To allow inspectors to examine same—6. Not to carry on new business*).

Power for inspectors to employ assistants,

and pay salaries and allowance to debtors.

7. It shall be lawful for the inspectors to employ or authorise the employment of any person or persons to assist in the winding-up of the said business or the collection, realisation, and liquidation hereby contemplated, and to pay out of the said estate to any such person or persons as wages or salary, and also to the debtor as a remuneration for services rendered or for subsistence money for himself and his family, such sums of money as the inspectors shall from time to time think fit.

Moneys realised to be applied in payment of costs and expenses, and preferential claims,

and subject thereto in payment of debts.

8. All the moneys which shall come to the hands or under the control of the inspectors in the course of the inspection shall be applied by or under the direction of the inspectors in the first place in payment of the costs and expenses of and incidental to the investigation of the affairs of the debtor with a view to this arrangement, and of and incidental to the preparation of these presents, and procuring the signatures or assents of the creditors thereto, and all rates, taxes, wages, and other similar claims (if any) which would be payable in full or in priority in bankruptcy, and subject as aforesaid, and to the payment of all costs, charges, expenses, and sums of money which may for the time being be incurred or payable in carrying out any of the powers and provisions of these presents, in or towards payment rateably, according to the law of bankruptcy, and without preference or priority, and by such dividend or dividends as the inspectors shall think fit, of

all the debts due from the debtor to the creditors, and if there shall be any surplus of the said moneys, such surplus shall belong to the debtor, his executors, administrators, or assigns.

Moneys and securities to be placed in bank.

9. The inspectors shall from time to time pay into and deposit in the —— Bank in their names and to such account as they shall think fit all moneys, bills, notes, cheques, and other negotiable instruments and securities for money (forming part of the said estate) which shall come to the hands or under the control of the inspectors in the course of this inspection, and such account shall be drawn upon in such manner as the inspectors shall from time to time direct.

Powers of inspectors to bring or defend actions.

to sell,

and to compound debts and settle disputes.

10. It shall be lawful for the inspectors to bring, prosecute, compromise, or defend, or authorise the bringing, prosecution, compromise, or defence of any action or other proceeding in reference to the said trade or business or to the said estate or any part thereof, or to these presents, or to sell or authorise sales of the said estate or any part thereof to any person or persons, either by public auction or private contract or partly in either mode, upon such terms and subject to such conditions, and generally in such manner as they shall think fit, and to buy in the property or any part thereof at any sale by auction, and to alter or rescind any contract for sale and resell without being responsible for any consequent loss; and also to give time for the payment of any debt or debts owing to the debtor and to accept payment thereof by instalments, composition, or otherwise, and to abandon any debt or debts which they the inspectors shall consider bad, and to settle any question or dispute which now exists or may arise in reference to the said trade or business or the said estate by arbitration, opinion of counsel, certificate of accountant, or by way of special case submitted for the opinion of any Court of competent jurisdiction, or in such other way as may be agreed upon between the inspectors and such disputant or disputants.

Verification of claims.

11. It shall be lawful for the inspectors to require any person or persons claiming to be a creditor or creditors of the debtor (notwithstanding that such person or persons may have executed or assented to these presents, and that the amount or supposed amount of his or their debt may be inserted in the schedule hereto) to verify the nature and amount of such debt or claim, with particulars showing the consideration for the same by statutory declaration (but, nevertheless, this power shall not be exercised

unless the inspectors shall entertain reasonable doubt in respect of any debt), and also to make such arrangements as they the inspectors may think expedient with any creditor or other person or persons holding any portion of the said estate by way of mortgage, pledge, or lien, in order to redeem, discharge, or transfer such mortgage, pledge, or lien, or to release the equity of redemption thereof.

Power to arrange with mortgagees.

Reservation of rights against sureties.

12. These presents shall not prejudice or affect the rights or remedies of any of the creditors against any surety or sureties or any person or persons other than the debtor, his heirs, executors, or administrators, and for the sake of conformity alone the debtor, his heirs, executors, or administrators, may be joined in any action or other proceeding to be brought, instituted, or taken by any of the creditors against such surety or sureties or other person or persons.

Secured creditors.

13. These presents shall not prejudice or affect any security which any of the creditors may have or claim for his debt, but, nevertheless, if such security be of such a nature that the creditor holding or claiming the same would, by the law of bankruptcy, be bound to realise the same or deduct the value thereof before proving his debt in bankruptcy against the said estate, then and in that case such creditor (unless he shall give up such security) shall be entitled to receive dividends under these presents on so much only of his debt as may remain after such security shall have been realised or credit given for the full value thereof, such value to be agreed upon between the secured creditor and the inspectors, or in case of dispute to be ascertained by two impartial valuers (one to be chosen by the secured creditor, and the other by the inspectors), or by an umpire to be named by such valuers before proceeding to the valuation.

Covenant by debtor to assign estate if required,

14. For the consideration aforesaid the debtor hereby covenants with the inspectors that if at any time during the continuance of this inspectorship the inspectors shall, in order to carry out more advantageously for the creditors the liquidation intended to be provided for by these presents, require the debtor, by notice in writing signed by them, and left at the place of business or abode of the debtor, to execute an assignment of all the said estate, or of so much thereof as may remain undisposed of, then the debtor will forthwith at the expense of the estate by all proper assurances and acts convey, assign, and deliver up to the inspectors, or to any

trustee nominated by the inspectors for the purpose, all the said estate, upon trust that the same may, with as little delay as the circumstances will admit, be got in and realised and the proceeds thereof applied (after payment of all costs, charges, expenses, and sums of money which may be properly payable under these presents and may be then unpaid) in or towards the payment of so much of the debts due to the creditors as shall then remain unpaid according to their respective rights and interests in manner aforesaid, AND the deed of assignment to be executed in pursuance of such covenant as aforesaid shall contain all such covenants, powers, and provisions as the inspectors shall approve.

upon trust for speedy realisation and division among creditors.

15. In further pursuance of the said agreement, and in consideration of the premises, the debtor doth hereby constitute and appoint the inspectors and each of them the true and lawful attorneys and attorney of the debtor in his name or otherwise to ask, demand, sue for, recover, and receive all or any part of the said estate and to give effectual receipts and discharges for the same, and also in his name and as his act and deed or otherwise to execute, sign, seal, and deliver any such deed of assignment as aforesaid and all other necessary or proper deeds and documents for carrying into effect any of the powers, covenants, and provisions of these presents, and for all or any of the purposes aforesaid from time to time to appoint any substitute or substitutes.

Power of attorney.

16. In further pursuance of the said agreement, and in consideration of the premises, the creditors hereby respectively covenant with the debtor that if and when the inspectors shall by writing certify that the winding-up, realisation, and liquidation provided for by these presents has as far as possible been concluded, or that the debtor has made such assignment of the said estate as is hereinbefore mentioned (which certificate the inspectors shall be bound to give immediately on such assignment being made), then and in either of such cases, and immediately upon such certificate being given, the debtor shall be thenceforth absolutely released and discharged from the said debts due from him to the creditors respectively, and these presents shall accordingly thereafter operate and be pleadable as a defence and answer to any action or other proceeding which the creditors respectively or their respective heirs, executors, or administrators shall have at any time theretofore brought, instituted, or taken, or might at any time thereafter

Provisions for release of debtor.

bring, institute, or take against the debtor for or on account of such respective debts.

Power for inspectors to determine deed, if directed by resolution of creditors at a meeting,

17. If the inspectors shall at any time during the continuance of the inspection be dissatisfied with the conduct of the debtor in relation to these presents, they may call a meeting of the creditors whose respective debts amount to £10 or upwards by circular letter; if at such meeting a majority in number representing three-fourths in value of the creditors present or represented thereat shall resolve that the debtor has in their opinion wilfully broken or failed to comply with any of the covenants or agreements herein contained and on his part to be observed and performed, and that such breach or failure will in the opinion of such majority materially interfere with the further progress of the inspection, or

or upon bankruptcy of debtor or issue of execution.

if during the continuance of this inspection the debtor shall be adjudicated bankrupt or a receiving order shall be made against him, or if during such continuance any execution or other process of law shall be issued and enforced against the debtor or his estate, so as in the opinion of the inspectors to interfere materially with the arrangement hereby contemplated, then and in any of such cases it shall be lawful (*remainder of clause determining the deed, and remaining clauses, adapted from Precedent* 5).

In witness, &c.

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7. DEED *of* Composition *between Partners and their Joint Creditors, with Covenant not to sue.*

Parties.

THIS INDENTURE, made the —— day of ——, Between A. B., C. D., and E. F., all of, &c., trading in partnership under the style or firm of A. B. & Co., and hereinafter called "the debtors," of the one part, and the several persons, companies, and partnership firms (being creditors of the debtors in respect of their said partnership) whose names and seals are set and affixed in the schedule hereto, or who shall otherwise in writing assent to these presents, and who are hereinafter called "the creditors," of the other part.

Recital of resolution for acceptance of composition,

Whereas at a meeting of the creditors held on the —— day of —— last a resolution was passed to the effect that the creditors should accept a composition of five shillings in the pound upon the amount and in full discharge of their respective debts due from

the debtor and set out in the said schedule, such composition to be payable in two equal instalments at the respective periods of three calendar months and six calendar months from the —— day of ——.

and of delivery of composition notes to creditors.

And whereas in pursuance of the said resolution the debtors have delivered to the creditors respectively upon their respective execution of these presents the joint promissory notes of the debtors for payment of the said composition to the creditors respectively by the instalments and at the times in the said resolution mentioned.

NOW THIS INDENTURE WITNESSETH as follows:—

Covenant by creditors not to sue unless default made in meeting notes;

1. In further pursuance of the said resolution, and in consideration of the premises, the creditors hereby respectively covenant with the debtors that they the creditors respectively will not, unless default shall be made in meeting any of the said notes at maturity, sue, arrest, attach, or molest the said debtors or any of them, or their or any of their estate, for or on account of the said respective debts, and that these presents may be pleaded or given in evidence as a defence to any action or other proceeding which may be brought, instituted, or taken by or on behalf of any of the creditors against the debtors or any of them, or their or any of their estate, in breach of this covenant.

Debtors to be released on payment of notes.

2. If the said notes shall be paid at maturity, the debtors shall be absolutely released and discharged from the said debts due from them to the creditors respectively, and these presents may accordingly thereafter be pleaded or given in evidence as a defence to any action or other proceeding which they the creditors respectively shall have at any time theretofore brought, instituted, or taken, or otherwise might at any time thereafter bring, institute, or take against the debtors or any of them, or their or any of their estate, for or on account of such respective debts.

Revival of debts if notes not met or bankruptcy ensues.

3. In case default shall be made in meeting any of the said notes at maturity, or in case before the said notes shall be fully paid to the creditors respectively as aforesaid a receiving order shall be made against the debtors, or they shall present a bankruptcy petition, or shall suffer any process of execution, whether legal or equitable, or shall make an assignment of their estate for the benefit of their creditors, or any arrangement with their creditors different from this present arrangement, then and in any of such cases the covenants on the part of the creditors herein con-

tained shall be thenceforth at an end and void, and the creditors shall respectively thenceforth be at liberty to sue for or prove for the full amount of their respective debts, less the amount which may have been received by them on account thereof under these presents or otherwise.

Reservation of rights of creditors against sureties,

4. These presents shall not in anywise prejudice or affect the rights or remedies of any of the creditors against any surety or sureties or any person or persons other than the debtors or their respective heirs, executors, or administrators, and such rights and remedies are hereby expressly reserved.

and in respect of securities.

5. These presents shall not prejudice or affect any security which any of the creditors may have or claim for his debt, but, nevertheless, if such security be of such a nature that the creditor holding or claiming the same would, by the law of bankruptcy, be bound to realise the same or deduct the value thereof before proving his debt in bankruptcy against the joint estate of the debtors, then and in that case such creditor (unless he shall give up his said security) shall be entitled to receive the said composition upon so much only of his said secured debt as may remain after such security shall have been realised, or after credit shall have been given for the full value thereof.

In witness, &c.

Schedule.

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8. DEED *of* Composition, *with Assignment to secure same, and Release of Debts.*

Parties.

THIS INDENTURE, made the —— day of ——, Between A. B., of, &c. (hereinafter called "the debtor"), of the first part, C. D., of, &c., and E. F., of, &c. (hereinafter called "the trustees"), of the second part, and the several persons, companies, and partnership firms (being creditors of the debtor) whose names and seals are set and affixed in the schedule hereto, or who shall otherwise in writing assent to these presents, and who are hereinafter called "the creditors," of the third part.

Recital of resolution for acceptance of composition.

Whereas at a meeting of the creditors held on the —— day of —— it was resolved to accept an offer made by or on behalf of the debtor for payment to the creditors respectively of a composition

of ten shillings in the pound upon the amount and in full discharge of their respective debts due from the debtor, and set out in the said schedule, such composition to be paid in two equal instalments at three calendar months and six calendar months from the date of the said meeting, and to be secured by the assignment of the estate of the debtor to the trustees in manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH as follows:—

Covenant to pay composition and costs.

1. In pursuance of the said resolution, and in consideration of the release on the part of the creditors hereinafter contained, the debtor hereby covenants with the trustees and also (as separate covenants) with the creditors respectively that he will on or before the expiration of the said periods of three calendar months and six calendar months pay or cause to be paid to the trustees sufficient money to meet the respective instalments of composition payable to the creditors respectively as aforesaid, and will on demand by the trustees at any time after the date of these presents pay to them or as they shall direct all costs (*f*) and expenses of and incidental to the investigation of his affairs with a view to this arrangement, and of and incidental to the preparation of these presents and obtaining the signatures or assents of the creditors thereto, and the receipt and distribution of the said composition, and the trustees shall immediately upon receipt of the said instalments of composition pay the same to the creditors respectively entitled thereto.

Trustees to distribute composition.

Assignment of personal property.

2. In further pursuance of the said resolution and for the considerations aforesaid the debtor as beneficial owner hereby assigns to the trustees All the personal estate of or belonging or due and owing to the debtor (except leaseholds (*g*), household furniture, wearing apparel and bedding): To HAVE AND TO HOLD the said estate unto the trustees upon trust in the meantime and until default shall be made by the debtor in payment to the trustees of any of the said instalments of composition according to the covenant in that behalf hereinbefore contained, to allow the debtor to use, employ, deal with, and dispose of the same estate for the

until default to allow debtor to deal with same.

(*f*) In many cases of composition the costs are provided for outside the deed.

(*g*) This precedent is framed on the assumption that the leaseholds will not be required; if they should be, the declaration of trust at p. 172 should be inserted.

purposes of his business, or for such other purposes as the trustees shall think proper, but subject to the control and supervision of the trustees; and from and after such default upon trust to take possession of, collect, sell, and realise the said estate or any part thereof, and to apply the net proceeds thereof (after payment of all costs and expenses payable under these presents which may be then unpaid) in or towards immediate payment to the creditors respectively of so much of the said composition as shall be then unpaid, and to pay the surplus (if any) of such proceeds, and assign or deliver the remainder of the trust estate, to the debtor, his executors, administrators, or assigns.

on default to realise, and apply proceeds.

Trustees not to interfere in the business nor be accountable for loss.

3. The trustees shall not be bound to interfere with the debtor in the conduct of his business or dealing with his estate further or otherwise than they shall think necessary or proper, and shall not be in anywise liable or accountable for any losses which the estate may sustain by reason of the acts or defaults of the debtor, but, nevertheless, the debtor shall at all times during the continuance of these presents attend and conform to the suggestions and advice of the trustees.

If creditors resolve that business be wound up, trust estate to be forthwith realised and divided.

4. If during the currency of either of the said periods of three months and six months the trustees shall be of opinion that having regard to the condition and prospects of the business of the debtor (whether arising from his mismanagement thereof or otherwise), it would be expedient forthwith to wind up the same and realise and divide the estate, they shall call a meeting of the creditors by circular letter stating the time, place, and object of the meeting, and sent by post or otherwise to the last-known place of abode or business in England of such creditors respectively, or their respective agents, in time to give to such creditors or agents seven clear days' notice of such meeting, and if at such meeting a majority in number representing three-fourths in value of the creditors present or represented at the meeting shall resolve that the said business and estate be wound up and realised, then the trustees shall with all convenient speed proceed to wind up the said business, and to sell, collect, and realise the said estate, and shall apply the net proceeds thereof in like manner as if the same had been moneys arising from the exercise of the trust for sale hereinbefore contained.

Release of debtor.

5. In consideration of the premises the creditors hereby respectively release the debtor, his heirs, executors, and administrators

from the said debts due to them respectively, and from all actions, proceedings, claims, and demands in respect thereof.

[*Proviso as to sureties and securities, saying,* "either of them the said C. D. and E. F." *for* "the said C. D.," *and* "the said composition" *instead of* "dividends under these presents," *as in Precedent* 1.]

[*Power to appoint new trustees, substituting* "a majority in number representing three-fourths in value of the creditors whose respective debts amount to £10 or upwards" *for* "the committee," *as in Precedent* 1.]

In witness, &c.

Schedule.

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9. DEED *of* Composition *where Payment secured by Surety and by Covenants on the part of certain Creditors to postpone Payment of their Debts.*

THIS INDENTURE, made, &c., Between A. B., of, &c. (hereinafter called "the debtor"), of the first part, C. D., of, &c. (*surety*), of the second part, the several persons, companies, and partnership firms whose names and seals are set and affixed in the First Schedule hereto, of the third part, and the several persons whose names and seals are set and affixed in the Second Schedule hereto, of the fourth part (*h*). Parties.

Whereas the debtor, being indebted to the parties hereto of the third and fourth parts respectively in sums which he is unable to pay in full, lately made a proposal to pay to them a composition of 7*s.* 6*d.* in the pound upon the amount and in full discharge of their respective debts, by three equal instalments, at the respective periods of fourteen days, three calendar months, and six calendar months from the —— day of ——. And it was part of such proposal that the said C. D. should secure the payment of the second and third instalments of the said composition to the parties hereto of the third part in manner hereinafter appearing, and that the parties hereto of the fourth part should enter into the covenant hereinafter on their parts contained. Recitals of proposal to pay composition by three instalments, and to secure same,

(*h*) These will generally be private or family creditors, as distinguished from the ordinary trade creditors.

and of delivery of promissory notes to trade creditors for second and third instalments.

And whereas in pursuance of the said proposal the joint and several promissory notes of the debtor and the said C. D. for payment to the respective parties hereto of the third part of the second and third instalments of the said composition at the respective periods hereinbefore mentioned in that behalf have been delivered to the said parties hereto of the third part upon their respective execution of these presents.

NOW THIS INDENTURE WITNESSETH as follows:—

Covenant by debtor to pay instalments.

1. In further pursuance of the said proposal, and in consideration of the release by the parties hereto of the third part hereinafter contained, the debtor hereby covenants with the parties hereto of the third part respectively that he will pay to them respectively immediately upon the expiration of the period of fourteen days from the —— day of —— the first instalment of the said composition on their said respective debts. And in further pursuance of the said proposal, and in consideration of the covenants by the parties hereto of the fourth part hereinafter contained, the debtor hereby covenants with the parties hereto of the fourth part respectively that he will pay to them respectively upon demand at any time after the expiration of the period of six calendar months from the —— day of —— the composition (*i*) of 7*s*. 6*d*. in the pound upon the amount and in full discharge of the debts due to them respectively from the debtor.

Covenant by family creditors not to sue debtor for six months;

2. In further pursuance of the said proposal and for the considerations aforesaid the said parties hereto of the fourth part hereby respectively covenant with the debtor, and also (as separate covenants) with the said parties hereto of the third part respectively, that they the said covenantors respectively will not, until the expiration of the aforesaid period of six calendar months, sue, attach, or molest the debtor or his estate for or on account of the debts due to them respectively from the debtor, or receive or attempt to procure payment of their said debts or any part thereof by composition or otherwise or take any security for the same.

on payment of composition to family creditors, debtor to be released from their debts.

3. If and when the said composition shall be duly paid to the said covenantors respectively, according to the covenant by the debtor in that behalf hereinbefore contained, then and immediately upon such payment being made the debtor shall be absolutely released from the said debts due to the said covenantors respec-

(*i*) This payment will be made in one sum, and not by instalments.

tively, and these presents shall accordingly thereafter operate and be pleadable as a defence and answer to any action or other proceeding which the said covenantors respectively or their respective heirs, executors, or administrators shall have at any time theretofore brought, instituted, or taken, or otherwise might at any time thereafter bring, institute, or take against the debtor or his heirs, executors, or administrators for or on account of such respective debts.

Release by trade creditors.

4. In further pursuance of the said proposal and in consideration of the premises the said parties hereto of the third part hereby respectively release and discharge the debtor, his heirs, executors, and administrators, from the said debts due to them respectively, and from all actions, proceedings, claims, and demands in respect thereof.

If composition not paid to trade creditors or bankruptcy proceedings ensue, all the debts to revive.

5. If default shall be made in payment of the said first instalment of the said composition according to the covenant in that behalf hereinbefore contained or in meeting any of the said notes at maturity, or in case before the said instalment and notes shall be fully paid to the said parties hereto of the third part respectively as aforesaid a receiving order shall be made against the debtor, or he shall present a bankruptcy petition, or make an assignment of his estate for the benefit of his creditors, or any arrangement with his creditors different from this present arrangement, then and in any of such cases the release and covenants on the part of the creditors herein contained shall be thenceforth at an end and void, and all the creditors parties hereto (*k*) shall respectively thenceforth be at liberty to sue for or prove for the full amount of their respective debts, less the amount which may have been received by them on account thereof under these presents or otherwise, but, nevertheless, this clause shall not release the said C. D. (*l*) from his liability in respect of the said notes.

The last preceding clause not to release surety.

[*Proviso as to sureties and securities, omitting the words* "and the release hereinbefore contained," *and saying,* "the said com-

(*k*) It seems right that, if the composition is not paid to the trade creditors, and their debts revive, the family creditors should also be set free.

(*l*) This proviso is often inserted, to prevent collusion between the debtor and surety; but, of course, there may be cases where the surety will object to its insertion.

position" *instead of* "dividends under these presents," *as in Precedent* 1.]

In witness, &c.

First Schedule.

Second Schedule.

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10. SHORT FORM *of* Agreement *for* Composition.

AN AGREEMENT made the —— day of ——, 19—, Between A. B. (*debtor*), of, &c. (hereinafter called "the debtor"), of the one part, and the creditors of the debtor whose names and the amount of whose debts are set out in the schedule hereto, of the other part. Whereas the debtor is indebted to the creditors in the amounts set out in the schedule hereto and has informed the creditors severally of his inability to pay the debts due to them in full, And whereas the creditors have consented to accept a composition for such debts as hereinafter mentioned. Now the creditors do hereby severally agree with the debtor that in consideration of the payment to each of them of a composition of —— shillings in the pound on the amount of their respective debts within —— days from the date of this agreement the creditors will severally accept the same in full satisfaction and discharge of the said debts due to them respectively, and will on receipt of the said composition give the debtor a release from the said debts.

In witness, &c.

Schedule.

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11. DEED *of* Conveyance *and* Assignment *for benefit of Creditors, with proviso for carrying on the Debtor's Business.*

Parties.

THIS INDENTURE, made the —— day of ——, Between A. B., of, &c., carrying on business under the style or firm of A. B. & Co. (hereinafter called "the debtor"), of the first part, C. D. of, &c., and E. F., of, &c. (*trustees*), of the second part,

and the several persons, &c. (*description of creditors, as in Precedent* 1), of the third part.

WITNESSETH as follows:—

Conveyance and assignment of real and personal estate to trustees.

1. In consideration of the release on the part of the creditors hereinafter contained the debtor as beneficial owner hereby conveys and assigns to the said C. D. and E. F. All the real and personal estate whatsoever and wheresoever of or belonging or due or owing to the debtor (except property of a leasehold tenure (*m*), and the necessary wearing apparel and bedding of himself and his family). To HAVE AND TO HOLD the said real and personal estate unto the said C. D. and E. F., as to real estate to the use of the said C. D. and E. F. in fee simple, and as to all the premises upon the trusts and subject to the agreements and conditions hereinafter contained.

2. The said C. D. and E. F. or the survivor of them or other the trustees or trustee for the time being of these presents (all and each of whom are and is hereinafter referred to as "the trustees or trustee") [*trust to realise* (*omitting power to postpone conversion*) *—and* 3. *Divide net proceeds—and such incidental provisions as the case may require, including* 4. *Power of attorney, adapted from Precedent* 1 (*n*)].

Proviso for carrying on instead of selling,

5. Notwithstanding the trusts for sale hereinbefore contained it shall be lawful for the trustees or trustee in their or his discretion to carry on in the name of the debtor or otherwise and for such period as the trustees or trustee shall think fit the said business so carried on by him as aforesaid with a view to the gradual winding-up of the same instead of immediately selling the same, and for the purpose of such carrying on and winding-up to employ or authorise the employment of the debtor as manager of the said business and any other persons to assist therein as clerks, servants, or otherwise, and to pay out of the trust moneys to the debtor and to any other person who may be so employed such salary or wages or remuneration for services rendered as the trustees or trustee shall think fit.

and employing debtor and others at salaries or wages,

and for purchase or

6. For the purpose of carrying on as aforesaid the said business

(*m*) If the debtor be possessed of shares in public companies on which calls are likely to be made, see note on p. 168, *ante*.

(*n*) But, there being no committee, the power to employ and remunerate debtor and other persons will be adapted from Precedent 4.

hire of stock-in-trade and other chattels.

it shall be lawful for the trustees or trustee from time to time at the expense of the trust estate to procure by purchase, hire, or otherwise such stock-in-trade, fixtures, materials, chattels, and articles as they or he shall think fit.

While business carried on trustees to keep proper books,

and pay outgoings and expenses,

7. During such carrying on of the said business the trustees shall make or cause to be made in proper books full and true entries of all moneys received or expended by them in the course of the said business and of all transactions and matters connected with the said business, and shall pay all rents, rates, taxes, and outgoings (including the expenses of insurance and repairs) payable in respect of the business premises, and all losses, expenses, and sums of money to be incurred or become payable in respect of the said business out of any part of the trust moneys which may be available for the purpose, and shall apply the net moneys which shall be realised by the carrying on of the said business in like manner as is hereinbefore provided in reference to the trust moneys the trusts whereof are hereinbefore declared.

[*Release of debts—proviso as to sureties and securities—power to appoint new trustees or an additional trustee—and such of the concluding clauses of Precedent* 1 *as may suit the case* (*o*).]

trust for sale.

In witness, &c.

Schedule.

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12. DEED *of* Composition *between a* Married Woman *and her* Creditors. Debtor *to pay* Annuity *of* £500 *as* Sinking Fund *for* Payment *of* Debts.

Parties.

THIS INDENTURE, made the —— day of ——, Between A. B., the wife of C. D., of, &c. (hereinafter called "the debtor"), of the first part, E. F., of, &c., and G. H., of, &c. (hereinafter called "the trustees"), of the second part, the several persons, companies, and partnership firms (being creditors of the debtor) whose names and seals are set and affixed in the schedule hereto, or who shall otherwise in writing assent to these presents, and who

(*o*) There being no committee, the power to appoint new trustees or an additional trustee should be made exercisable as in Precedent 4, and the power to settle with dissentient creditors will be similarly modified as in Precedent 4.

are hereinafter called "the creditors," of the third part, and the said C. D. of the fourth part: WITNESSETH as follows:—

Covenants by debtor.

In consideration of the release hereinafter contained the debtor hereby, with the intent to bind her separate estate, covenants with the trustees, and also as a separate covenant with each of her creditors, as follows:—

Debtor to pay annuity of £500 as sinking fund to pay debts and interest at 5 per cent.

1. The debtor, her executors or administrators, shall, until under the trusts hereinafter declared of or concerning the moneys hereby covenanted to be paid the creditors of the debtor shall have received payment in full of all their demands, with interest as hereinafter provided, pay to the trustees an annuity or clear yearly sum of £500, to commence from the day of the date of these presents, to be charged upon the separate estate of the debtor, subject to all prior charges or incumbrances now affecting the same estate, and to be paid by equal quarterly payments on the —— day of ——, the —— day of ——, the —— day of ——, and the —— day of —— in every year, without any deduction, the first of such quarterly payments to be made on the —— day of —— next.

Application of moneys received in respect of annuity.

2. The trustees shall, out of the moneys hereinbefore covenanted to be paid to them, as and when the same shall come into their hands, pay and retain all costs, charges, and expenses of and incidental to the negotiation of this arrangement, and of and incidental to the preparation of these presents and procuring the signatures or assents of the creditors thereto; and shall apply and administer the surplus of the said moneys for the benefit of the creditors of the debtor in like manner as if she had been a *feme sole*, and at the date of these presents had been duly adjudicated bankrupt, except that under such application and administration the rate of interest payable on the claims of creditors shall be 5 per cent. per annum, instead of 4 per cent. per annum as in bankruptcy; and the trustees shall pay the surplus (if any) of the moneys which shall come into their hands as aforesaid to the debtor, her executors, administrators, or assigns.

Employment of persons to execute trusts.

3. The trustees may, if they think fit, employ any person or persons to assist them in winding up the affairs of the debtor, and collecting, realising, and distributing the trust estate under these presents, and pay out of the trust estate to such person or persons such salary or remuneration as they shall think fit.

Deposit of moneys in bank.

4. The trustees may deposit all moneys, cheques, bills of exchange, notes of hand, and securities for money which shall come into their hands under the trusts of these presents with such bankers as the trustees shall think proper.

Investment of moneys received.

5. The trustees may, instead of depositing the said moneys as hereinbefore provided, invest the same or any part thereof in their names in any of the securities authorised by the Trustee Act, 1893, the Colonial Stock Act, 1900, or the Metropolis Water Act, 1902, but not in any other investment, until the moneys so invested can be applied pursuant to the provisions hereinbefore mentioned.

Release of debtor and her husband.

6. Each of the creditors hereby releases the debtor, her heirs, executors, or administrators, and her and their estates and effects; and also the said C. D., his heirs, executors, or administrators, and his or their estates and effects, from all debts, sums of money, amounts, actions, claims, and demands for the payment and satisfaction of which provision is made by these presents.

Reservation of rights against sureties.

7. These presents and the releases hereinbefore contained shall not in anywise prejudice or affect the rights or remedies of any of the creditors against any surety or sureties or any person or persons other than the debtor and the said C. D., their, her, or his heirs, executors or administrators; and for the sake of conformity alone the debtor and the said C. D., their, her, or his heirs, executors, or administrators, may be joined in any actions or other proceedings to be brought, instituted, or taken by any of the creditors against such surety or sureties or other person or persons.

Secured creditors.

8. These presents shall not prejudice or affect any security which any of the creditors may have or claim for his debt, but, nevertheless, if such security be of such a nature that the creditor holding or claiming the same would, by the law of bankruptcy, be bound to realise the same or deduct the value thereof before proving his debt in bankruptcy, then and in that case such creditor (unless he shall give up his said security) shall be entitled to receive dividends under these presents upon so much only of his said secured debt as may remain after such security shall have been realised or after credit shall have been given for the full value thereof, such value to be agreed upon between such secured creditor and the trustees, or in case of dispute to be ascertained by two impartial valuers (one to be chosen by such secured creditor and the other by the trustees), or by an umpire to be named by such valuers before proceeding to the valuation.

9. If either of the trustees or any trustee to be appointed as hereinafter provided shall die or go to reside abroad, or desire to be discharged from, or refuse or become incapable or unfit to act in the execution of the trusts, or if it shall be desired to appoint an additional trustee, then and in every such case it shall be lawful for a majority in value of the creditors by any deed (*p*) under their hands to appoint a new trustee or (as the case may be) an additional trustee in the place of the trustee so dying or going to reside abroad, or desiring to be discharged, or refusing or becoming incapable or unfit to act as aforesaid, or (as the case may be) in addition to the acting trustees; And every such new trustee shall and may act in the execution of the trusts and powers of these presents as fully and effectually as if he had been hereby constituted a trustee. Power to appoint new trustees or an additional trustee.

In witness, &c.

Schedule of Creditors.

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13. COMPOSITION DEED *supplemental to a* Deed of Composition and Inspectorship *and* avoiding *the same.*

THIS INDENTURE, made the —— day of ——, Between A. B. and C. D., both of, &c., trading in partnership under the style or firm of A. B. & Co. (hereinafter called "the debtors"), of the first part, E. F., of, &c., and G. H., of, &c. (being the inspectors acting under the provisions of the principal indenture hereinafter referred to, and who are hereinafter called "the inspectors"), of the second part, and the several persons, companies and partnership firms (being creditors of the debtors or either of them) whose names and seals are set and affixed in the schedule hereto, or who shall otherwise in writing assent to these presents, and who are hereinafter called "the creditors," of the third part; and supplemental to an indenture (hereinafter referred to as the principal indenture) dated the —— day of ——, and expressed to be made between the same persons as are parties to Parties.

(*p*) The appointment of a new trustee should be by deed, so as to have the benefit of sect. 12 of the Trustee Act, 1893.

Testatum. these presents, and in the same order: WITNESSETH as follows:—

Avoidance of inspectorship deed.

1. The principal indenture and everything therein contained shall (except as to anything heretofore done in pursuance thereof, and without prejudice to any right of action heretofore accrued thereunder) cease and determine, and in lieu thereof it is hereby agreed and declared as follows:—

Debtors to pay expenses.

2. The debtors, or one of them, shall pay all costs, charges, and expenses incurred, or to be incurred, in or incident to or consequent on the suspension of payment of the debtors, and the investigation and adjustment of their respective accounts and transactions, including the costs of and incident to the principal indenture and these presents, and the carrying the same respectively into effect.

Debtors to pay composition.

3. The debtors, or one of them, shall, within one week after these presents shall have been executed by or assented or otherwise acceded to by all the creditors parties hereto of the third part, pay to each of the said creditors such a sum of money as shall be equal to a composition dividend of —— shillings in the pound upon the debt of each of such creditors.

Release of debtors.

4. The said composition dividend shall (subject to the provisoes hereinafter contained) be accepted by the creditors in full discharge of their respective debts, and the creditors do hereby respectively (but conditionally upon payment being made of the said composition in manner aforesaid) release the debtors and each of them from their respective debts, and all actions, claims, and demands in respect thereof.

Reservation of rights against sureties.

5. These presents and the releases hereinbefore contained shall not in anywise prejudice or affect the rights or remedies of any of the creditors against any surety or sureties, or any person or persons other than the debtors, or either of them, their or his heirs, executors, or administrators.

6. [*As* 8 *in the last Precedent, substituting* "inspectors" *for* "trustees."]

In witness, &c.

Schedule of Creditors.

14. LETTER *of* LICENCE, *with* COVENANT *not to sue* (*q*).

KNOW ALL MEN BY THESE PRESENTS, that we the several persons, companies, and partnership firms whose names and seals are set and affixed in the schedule hereto, being creditors of (*debtor*), DO HEREBY respectively grant to the said (*debtor*) free and absolute liberty and licence for the period of six months from the date hereof to manage and carry on his trade or business of a merchant, and to collect, get in, realise, and dispose of all the real and personal estate of or to which he is now seised, possessed, or entitled, with a view to the gradual payment of our debts, but subject, nevertheless, to the provisoes hereinafter contained. AND WE DO HEREBY MUTUALLY AGREE with each other, and do hereby respectively covenant with the said (*debtor*), that we respectively will not, during the continuance of the said letter of licence, sue or attach the said (*debtor*) or his estate for or on account of the debts set opposite to our respective names in the said schedule, and that these presents may be pleaded or given in evidence as a defence and answer to any action or other proceeding which may be brought, instituted, or taken by us respectively against the said (*debtor*) or his estate in breach of this covenant. PROVIDED ALWAYS AND WE DO HEREBY MUTUALLY AGREE as follows:—

Grant by creditors to debtor of liberty to trade for six months.

Creditors agree not to sue during letter of licence,

1. All moneys from time to time realised from the carrying on of the said business, or from the said estate (except so much as shall be actually required for current expenses of the business), shall be paid into the —— Bank to the joint account of A. B., of, &c., and C. D., of, &c., as a committee acting on behalf of the general body of creditors, and shall be applied in payment of dividends on our said debts in such manner and at such times as the committee shall think fit.

and that net moneys realised from business shall be paid into bank and applied in payment of dividends.

2. Nothing in these presents contained shall prejudice or affect our rights against sureties, or against any person except the said (*debtor*), or our rights or remedies in respect of securities held by us for our said debts, or any part thereof, but all such rights and remedies, and generally all our rights and claims, as creditors of

Rights of creditors against sureties, or in respect of securities not to be prejudiced.

(*q*) A deed of this nature obviously depends upon the good faith of the debtor, but where he is reliable, and the creditors wish to assist him, such an arrangement will be convenient as avoiding the act of bankruptcy created by sect. 4, sub-sect. (h), of the Bankruptcy Act, 1883.

the said (*debtor*), shall have the same force and be subject to the same rules and obligations (as nearly as may be) as if the estate of the said (*debtor*) were being administered in bankruptcy.

Letter of licence to cease in certain events.

3. If during the said period of six months a receiving order shall be made against the said (*debtor*), or the committee shall certify that owing to the unsatisfactory condition and prospects of the said business, or for any other reason, these presents ought to cease, then and in any of such cases the letter of licence and covenants on our part hereinbefore contained shall be thenceforth absolutely at an end and void (*r*).

In witness, &c.

Schedule of Creditors.

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15. ASSENT *to* Deed *of* Assignment (*s*).

I, the undersigned, being a creditor of A. B., of, &c., hereby assent to and undertake to be bound by a deed dated the —— day of —— and expressed to be made between the said A. B. (therein called "the debtor"), of the first part, C. D., of, &c., of the second part, E. F., of, &c., G. H., of, &c., and J. K., of, &c. (being a committee of creditors), of the third part, and the creditors of the debtor who execute or in writing assent to the deed, of the fourth part, whereby the debtor has conveyed all his estate (except as therein mentioned) to the said C. D. upon trust to collect, sell, and realise the same, and divide the net proceeds (after payment of costs and expenses) among the said creditors in proportion to their respective debts; and by the same deed the creditors release the debtor from their debts, without prejudice to their rights against sureties or in respect of securities for their debts.

(*Signed*) ——.

(*r*) If the creditors wish to extend the letter of licence they should sign a memorandum declaring such extension, and agreeing that it is to take effect upon the same terms and conditions as the original deed. A deed of this description, giving to creditors no control over the debtor's property or business, seems not to require registration. It assigns no interest, legal or equitable, and accordingly is unaffected by the Bills of Sale Acts.

(*s*) This form can be varied according to circumstances. The chief object is to indicate to the assenting creditor the general nature of the deed.

16. ASSENT *to* DEED *of* COMPOSITION.

Re (*debtor*).

Re Proposal for Composition.

I, THE UNDERSIGNED, being a creditor of (*debtor*), carrying on business at ——, for the amount hereunder written, hereby agree to accept the proposal of the said (*debtor*) for a composition contained in a notice to creditors dated the —— day of ——, with such modifications as may be accepted by the creditors at a meeting to be held on the —— day of ——, or at any adjournment thereof. AND I undertake to execute any deed of composition which may be entered into in pursuance of the acceptance of such proposal.

(*Signature of Creditor*)

Who claims to be a creditor of the said (*debtor*) for the sum of £— —.

Dated this — day of ——.

17. DEED *of* INSPECTORSHIP *to carry out Resolution for Statutory Scheme of Arrangement.* (*Bankruptcy Act*, 1890, *s.* 3.)

THIS INDENTURE, made the —— day of ——, BETWEEN A. B., of, &c. (hereinafter called "the debtor"), of the one part, and C. D., of, &c., and E. F., of, &c., of the other part. Parties.

WHEREAS a bankruptcy petition was filed against [*or*, by] the debtor in the High Court of Justice in Bankruptcy [*or*, in the County Court of ——, holden at ——] on the —— day of ——, and a receiving order was made under the said petition on the —— day of ——. Recital of bankruptcy petition and receiving order,

AND WHEREAS the debtor has made and the statutory majority of creditors has resolved to entertain a proposal for a scheme of arrangement of the affairs of the debtor, to the effect that the business and estate of the debtor should be wound up and realised under the inspection (*t*) of the said C. D. and E. F. with a view and of proposal for scheme of arrangement and acceptance thereof.

(*t*) Inspectors are not, it is submitted, trustees within the meaning of sub-sects. 16 and 17 of sect. 3 of the Bankruptcy Act, 1890, and this

to the gradual payment of his debts so far as possible, and that for this purpose a deed should be executed by the debtor and the inspectors containing such covenants, powers, and provisions as were contained in a draft deed produced at the meeting.

NOW THIS INDENTURE WITNESSETH as follows:—

Covenant by debtor (if scheme approved) to wind up under inspection.

1. In pursuance of the said resolution and in consideration of the premises the debtor hereby covenants with the said C. D. and E. F. (hereinafter called "the inspectors") that if the said scheme shall be duly approved by the Court, he will use his utmost endeavours under and subject to the directions, control, and advice of the inspectors to wind up his business, and collect, get in, realise, and dispose of all his real and personal estate with a view to the payment of the debts due from him at the date of the said petition, and will for the purpose aforesaid and at the expense of the estate bring, institute, take, adopt, defend, compromise, or abandon all such actions, proceedings, or measures, and execute and sign all such deeds and documents as the inspectors may require [*add from Precedent* 6 *remainder of covenant as to realising estate*].

2—5. [*Add provisions from Precedent* 6 *as to keeping books, and allowing inspectors to examine, and as to not carrying on new business—power to employ assistants, and make allowance to debtor.*]

Moneys realised to be applied in payment of costs of bankruptcy proceedings and of general expenses,

6. All the moneys which shall come to the hands or under the control of the inspectors in the course of the inspection shall be applied by or under the direction of the inspectors in the first place in payment of all costs, charges, and expenses of and incidental to the filing of the petition, and all proceedings thereunder, and the preparation and passing of the said resolution and of the resolution confirming the said scheme, and the approval of such scheme, and the preparation and execution of these presents, and all expenses incurred by or moneys payable to the official receiver for remuneration or otherwise, and all debts which would be payable in priority if the estate of the debtor were being administered

and of preferential claims, and

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may be a reason for preferring a deed of inspection to a deed of assignment. See also *Redpath* v. *Wigg* (1866), 4 H. & C. 432; L. R. 1 Ex. 335; 35 L. J. Ex. 211; *Easterbrook* v. *Barker* (1870), L. R. 6 C. P. 1; 40 L. J. C. P. 17; *Steele* v. *Low* (1862), 2 F. & F. 772; *Hobson* v. *Jones* (1870), L. R. 9 Eq. 456; 39 L. J. Ch. 245.

in bankruptcy, and subject as aforesaid, and to the payment of all costs, charges, expenses, and sums of money which may for the time being be incurred or payable in the course of the carrying out the powers and provisions of these presents, or any of them, in or towards payment, rateably according to the law of bankruptcy, and without preference or priority, and by such dividend or dividends as the inspectors shall think fit, of all the debts due from the debtor at the date of the said petition, and if there shall be any surplus of the said moneys, the same shall belong to the debtor, his executors, administrators, or assigns.

subject thereto in rateable payment of debts.

Surplus to belong to debtor.

7. [*Add from Precedent* 6 *clause as to bringing or defending actions, selling, and settling disputes, but not the power to require verification of debts, or the clause as to sureties.*]

8. If and when the inspectors shall be of opinion and shall certify that the winding-up, realisation, and liquidation provided for by these presents has as far as possible been concluded, these presents shall terminate, and the debtor shall thereupon become entitled to his release from the said debts (*u*).

Provision for termination of deed.

9—10. [*Power to appoint new inspectors and clause as to their indemnity, adapted from Precedent* 5.]

11. Until the said scheme shall be approved by the Court these presents shall have no force or operation, and further, if the said scheme shall at any time before the same shall have been completely carried out be annulled (*x*) by the Court, then these presents shall thenceforth cease and determine.

Deed not to operate until scheme approved, and to cease if scheme annulled.

In witness, &c.

(*u*) Add,

" and the resolution accepting the proposal for this scheme of arrangement may be pleaded as a release accordingly."

(*x*) See Bankruptcy Act, 1890, s. 3, sub-s. 15. It will be observed that this section preserves the validity of anything done under the scheme previously to annulment.

18. PROPOSAL *for* STATUTORY COMPOSITION.

In the High Court of Justice.
In Bankruptcy. No. ——, of 19—.

Re (*debtor*).

I the above-named debtor hereby submit the following proposal for a composition in satisfaction of my debts:—

1. That payment in priority to all other of my debts of all debts directed to be so paid in the distribution of a bankrupt shall be provided for by payment of such debts out of the sum of £—— hereinafter mentioned (*y*).

2. That payment of all proper costs, charges, and expenses of and incidental to these proceedings and all fees and percentages payable to the official receiver and the Board of Trade shall be made out of the said sum of £——.

3. That the aforesaid payments shall be secured by the deposit of a sum of £—— in the —— Bank in the joint names of the official receiver, the trustee under this scheme, and (*person providing money*).

4. That a composition equal to —— shillings in the pound shall be paid on all unsecured debts provable against my estate.

5. That on the approval of the Court being given to this scheme (*z*), the said sum of £—— shall be applied as follows:—

(a) In payment of the preferential payments and costs referred to in clauses 1 and 2 hereof.

(b) In payment to the trustee of the balance due on his account as trustee and his remuneration as hereinafter provided.

(c) In payment to the unsecured creditors of the aforesaid composition.

(d) In payment of any surplus to the said (*person providing the money*), or as he shall direct.

6. That on the approval of the Court being given to this scheme, the whole of my assets shall vest (*a*) in and become the absolute property of the said (*person providing money*).

(*y*) These first two clauses are statutory requirements which must be embodied in every scheme: see Bankruptcy Act, 1890, s. 3 (18), and rule 205.

(*z*) The application for approval may be made by the debtor or the official receiver: see rule 197.

(*a*) The Court makes the vesting order: see Bankruptcy Act, 1883, s. 23 (2).

7. That the trustee in my bankruptcy shall be trustee under this scheme at such remuneration payable out of the said sum of £—— as shall be fixed by resolution of the creditors under sect. 72 of the Bankruptcy Act, 1883.

8. That if this scheme shall not be approved by the Court, the whole of the said sum of £——, after payment thereout of the costs of and incidental to the application to the Court (*b*), shall be repaid to the said (*person providing money*).

Dated this —— day of ——, 19—.

(*Signature of the Debtor*) (*c*).

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19. PROPOSAL *for* STATUTORY SCHEME.

In the County Court of ——, holden at ——.

In Bankruptcy. No. — , of 19—.

Re (*debtor*).

I the above-named debtor hereby submit the following proposal for a scheme of arrangement of my affairs in satisfaction of my debts:—

1. [*As in last Precedent.*]
2. *Ditto.*
3. *Ditto.*
4. That (*set out terms of scheme*).

Dated —— day of ——, 19—.

(*Signature of Debtor.*)

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20. RESOLUTIONS *for a* COMPOSITION *under* SECT. 3 *of the* BANKRUPTCY ACT, 1890.

In the County Court of ——, holden at ——.

In Bankruptcy.

Re (*name of debtor*).

Dated the —— day of ——.

WE, the undersigned, being the statutory majority of creditors present, personally or by proxy, at a meeting in the above matter,

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(*b*) By rule 203, no costs of the application are to be allowed to the debtor if the Court refuses to approve the scheme.

(*c*) In the case of joint debtors, the proposal should be signed in the firm's name by such of the debtors as the official receiver shall require.

and voting on the following resolutions in accordance with the provisions of the 3rd section of the Bankruptcy Act, 1890, hereby resolve, subject to the approval of the Court, to entertain the proposal of the debtor for a composition in satisfaction of the debts due from him to his creditors upon the terms following:—

Preferential debts to be paid in full.

1. That all debts which would be payable in priority to other debts if the estate of the above-named debtor were being administered in bankruptcy shall be paid in full within —— days after the approval by the Court of this composition.

Composition to be accepted.

2. That a composition of —— shillings in the pound shall be accepted in full satisfaction of the debts due to the creditors other than debts so to be paid in full as aforesaid.

Composition to be paid by instalments, guaranteed by surety.

3. That such composition shall be payable as follows: —— shillings in the pound in three months, —— shillings in the pound in six months, and —— shillings in the pound in nine months from the date of this resolution. The payment of such several instalments to be guaranteed by [A. B.], of, &c., as surety for the debtor.

Instalments to be secured by promissory notes.

4. That the payment of the several instalments shall be secured by the joint and several promissory notes of the debtor and his surety.

Composition to be carried out by deed.

5. That the composition so proposed and entertained as aforesaid shall be carried out under and by means of a deed to be executed by the debtor and his surety, and on behalf of the creditors by the trustee, and containing such covenants, trusts, powers, and provisions as are contained in a deed, the draft whereof has been produced at this meeting (*d*).

Appointment of trustee.

And we hereby also resolve that [C. D.], of, &c., shall be, and he is hereby appointed to be, the trustee for the purpose of carrying out the composition so proposed and entertained as aforesaid.

(*Signature of Creditors.*)

(*d*) The Bankruptcy Act, 1883, does not contain any provisions for embodying the terms of a composition in a deed, and when the estate is small and the circumstances of the case are simple, this clause may be omitted.

21. NOTICE *of* FIRST *or* OTHER MEETING *where* DEBTOR *submits an* OFFER *of* COMPOSITION *or* SCHEME (*where no* ORDER *for* SUMMARY ADMINISTRATION *has been made*).

In the High Court of Justice.

In Bankruptcy. No. ——, of 19—.

Re A. B.

[*Ex parte* ——.]

[Under receiving order dated the —— day of ——, 19—.]

NOTICE IS HEREBY GIVEN that a general meeting of the creditors of the above-named debtor will be held at ——, on the —— day of ——, 19—, at —— o'clock in the ——noon precisely.

Creditors qualified to vote at such meeting may, by a resolution passed by a majority in number and three-fourths in value of all the creditors who have proved their debts, accept the proposal made by the debtor for a composition [or scheme], the terms of which are set forth in the accompanying report, or any amendment of such proposal which in the opinion of the official receiver is calculated to benefit the general body of creditors.

Proofs of debts intended to be used at the meeting must be lodged with the official receiver not later than —— o'clock on the —— day of ——, 19—.

Proxies and voting letters to be used at the meeting must be lodged not later than —— o'clock on the —— day of ——, 19—.

Creditors who prove their debts, and whose proofs are admitted, and who do not vote on the debtor's proposal, will be reckoned as voting against it.

A sitting of the Court for the public examination of the debtor will be held at ——, on the —— day of ——, 19—, at —— o'clock in the ——noon.

Any creditor who has tendered a proof, or his representative authorised in writing, may question the debtor on his public examination concerning his affairs and the causes of his failure.

Dated this —— day of ——, 19—.

(*Official Receiver.*)
Address ——.

Notes.

1. Creditors who have proved may vote for or against the

acceptance of the debtor's proposal by means of the voting letter attached to the official receiver's report.

2. If the proposal be not accepted the meeting may, if the debtor has not already been adjudged bankrupt, resolve on his adjudication, and in that case they may also by ordinary resolutions appoint a trustee and a committee of inspection, and fix the remuneration of the trustee or resolve that it be left to the committee of inspection.

3. A form of proof and forms of general and special proxy and a summary of the statement of affairs are sent herewith.

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22. RESOLUTION *accepting* COMPOSITION.

[*Title as in last form.*]

MINUTES of resolutions come to and proceedings had at a meeting of creditors held at ——, this —— day of ——, 19—, —— Chairman.

Resolved as follows (*a*):—

That the debtor's proposal for a composition, as set forth in the annexed paper writing marked "A," be accepted.

[If the official receiver is not to be the trustee for the purpose of receiving and distributing the composition, add here resolutions appointing a trustee, and fixing his remuneration.]

(F. K., Chairman.)

Number.	Assenting Creditors' Signatures.	Amount of Proof.	Number.	Dissenting Creditors' Signatures.	Amount of Proof.
		£ *s.* *d.*			

NOTE.—When a resolution is carried unanimously the creditors need not sign, but when a division is taken all creditors and holders of proxies voting should sign. The signatures must be attached at the meeting.

Resolutions should be put separately.

(*a*) Insert "unanimously" where the resolution is so carried.

23. RESOLUTION *accepting a* SCHEME *of* ARRANGEMENT.

[*Title as in last form.*]

MINUTES of resolutions come to and proceedings had at the meeting of creditors held at ——, this —— day of ——, 19—, —— Chairman.

Resolved as follows (*a*):—

That the debtor's proposal for a scheme of arrangement as set forth in the paper writing hereunto annexed, and marked with the letter "A," be accepted.

That upon the Court approving this scheme of arrangement, Mr. ——, of ——, shall be trustee thereunder at [*here state remuneration*].

The —— shall be appointed the committee of inspection under this scheme of arrangement for the purpose of superintending the administration of the debtor's property by the trustee, of whom —— shall form a quorum.

That the provisions of section 22 of the Bankruptcy Act, 1883, as amended by section 17 of the Bankruptcy and Deeds of Arrangement Act, 1913, shall, so far as the same are applicable, apply to the committee of inspection under this scheme.

[Here add any further resolutions that may be come to respecting the administration of the property, the carrying on and disposal of the debtor's business, &c.]

(F. K., Chairman.)

Number.	Assenting Creditors' Signatures.	Amount of Proof.	Number.	Dissenting Creditors' Signatures.	Amount of Proof.
		£ s. d.			

NOTE.—[*As in last form.*]

(*a*) See note (*a*), *ante*, p. 226.

ASSIGNMENTS (*a*).

1. ASSIGNMENT *of a* POLICY *of* LIFE ASSURANCE *by a* VENDOR *to a* PURCHASER (*b*).

Parties. THIS INDENTURE, made the —— day of ——, BETWEEN (*vendor*), of, &c., of the one part, and (*purchaser*), of, &c., of the other part:

Recitals: of policy; WHEREAS by a policy of assurance dated the —— day of ——, under the hands and seals of three of the directors of the —— Assurance Society, and numbered ——, the sum of £—— is assured to the executors, administrators, or assigns of the said (*vendor*) within —— months after his decease, subject to the payment of the annual premium of £—— during the life of the said (*vendor*);

of contract for purchase. AND WHEREAS the said (*purchaser*) has agreed with the said (*vendor*) for the absolute purchase of the said policy of assurance at the price of £——.

Testatum. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of the sum of £—— now paid to the said (*vendor*) by the said (*purchaser*), of which sum the said (*vendor*) doth

Assignment. hereby acknowledge the receipt, he the said (*vendor*) hereby assigns and, as beneficial owner, conveys unto the said (*purchaser*),

Policy. his executors, administrators, and assigns, ALL THAT the hereinbefore recited policy of assurance, And the said sum of £—— thereby assured, and all sums of money, advantages, and benefits which may become payable or receivable under or by virtue of the

Habendum. same policy, TO HAVE, RECEIVE, AND TAKE the said policy of assurance and premises hereby assigned unto the said (*purchaser*), his executors, administrators, and assigns, for his and their own absolute use and benefit, subject to the payment of all future premiums henceforth to become due in respect of the said policy;

Covenants by vendor: AND the said (*vendor*) hereby covenants with the said (*purchaser*)

that policy is in force; that the hereinbefore recited policy of assurance is now in force and valid for the said sum of £—— thereby expressed to be assured, and for all bonuses and additions, if any, which have been added

not to occasion any forfeiture; thereto; And that he the said (*vendor*) will not hereafter do or knowingly omit or suffer any act or thing (except so far as respects

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(*a*) For assignments of patents, see "Patents."

(*b*) Notice in writing of this assignment must be given to the assurance society at their principal place of business. See the Policies of Assurance Act, 1867 (30 & 31 Vict. c. 144).

the payment of the future premiums to become due in respect of the said policy) by means whereof the said policy of assurance shall become void or voidable, or whereby the said (*purchaser*), his executors, administrators, or assigns, shall be defeated or prejudiced in receiving the said sum of £—— assured thereby, or any such bonuses or additions as aforesaid; And that in case he the said (*vendor*) shall hereafter go beyond the seas, or do, omit, or suffer any other act or thing by reason whereof the premium payable in respect of the said policy shall be increased beyond the said annual sum of £——, then he the said (*vendor*), his executors or administrators, will pay such additional premium, and effectually indemnify the said (*purchaser*), his executors, administrators, and assigns, from all loss or damage in respect thereof (*c*).

to pay any additional premium for going abroad, &c.

In witness, &c.

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2. NOTICE *by* Assignee *of* Policy *of* Life Assurance *to an* Insurance Office *pursuant to the Policies of Assurance Act*, 1867.

To the —— Assurance Society.

I HEREBY GIVE YOU NOTICE, that by an indenture dated the —— day of ——, 19—, and made between (*parties*), a policy of assurance effected by the said (*mortgagor*) on his life in your office, dated the —— day of ——, 19—, numbered —— in your books, and also the sum of £—— thereby assured, and all moneys

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(*c*) The propriety of this covenant depends on the nature of the agreement between the parties. If the vendor does not go the length of contracting to pay an additional premium which his departure from England might occasion (which is certainly not of course), he ought at least to stipulate not to leave the country without notice, and without affording the purchaser an opportunity of paying the additional premium. The covenant would then be varied as follows:—

"and that he the said (*vendor*) will not at any time hereafter go or travel to any place or places out of Great Britain, or do, omit, or suffer any act or thing whereby any additional or increased premium or payment may become payable in respect of the said policy, or change his place of residence, without giving previous notice or intimation in writing of his intention so to do to the said (*purchaser*), his executors, administrators, or assigns, so as to afford him or them an opportunity of paying any additional premium or premiums which, according to the terms of such

to be received or become payable under or by virtue of the said policy by way of bonus or otherwise, have been assigned by the said (*mortgagor*) to me absolutely [*or*, by way of mortgage for securing certain moneys owing by him to me and interest thereon]. And I request you to acknowledge in writing the receipt of this notice.

Dated the —— day of ——, 19—.

(*Signature of Mortgagee's Solicitors*),
Solicitors for the said (*mortgagee*).

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3. ASSIGNMENT *by way of* SALE *of a* LEGACY (*d*).

Parties. Recitals: of will; of death of testator and probate; that vendor has attained 21 years; of agreement for purchase of legacy.

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN (*vendor*), of, &c., of the one part, and (*purchaser*), of, &c., of the other part: WHEREAS (*testator*), late of, &c., the father of the said (*vendor*), by his will dated the —— day of ——, 19—, bequeathed unto each of his children the sum of £——, to be paid to them when they should respectively attain the age of twenty-one years, and appointed (*executor*) the sole executor of his said will: AND WHEREAS the said (*testator*) died on the —— day of ——, 19—, without having revoked or altered his said will, which was on the —— day of ——, 19—, duly proved by the said (*executor*) in the Principal Registry of the Probate Division of His Majesty's High Court of Justice: AND WHEREAS the said (*vendor*), one of the children of the said (*testator*), deceased, attained the age of twenty-one years on the —— day of ——, 19—: AND WHEREAS the said legacy of £—— to which he is so entitled as aforesaid has not yet been paid, and

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policy, would become payable in that event; And that the executors or administrators of him the said (*vendor*) will, within —— days after his death, give notice or information in writing thereof to the said (*purchaser*), his executors, administrators, or assigns, by letter sent through the post to his or their usual or last-known place of residence in England."

Sometimes by the terms of the policy an additional premium becomes payable on entering into active military or naval service. The draughtsman will, of course, in every case frame the stipulation with reference to the particular terms of the policy in question.

(*d*) Notice of this assignment should be given to the executor, or to the trustees, as the case may require.

the said (*purchaser*) has agreed with the said (*vendor*) for the purchase of the same at the price of £——: NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of the sum of £—— now paid to the said (*vendor*) by the said (*purchaser*), of which sum the said (*vendor*) hereby acknowledges the receipt, he the said (*vendor*) hereby assigns and, as beneficial owner, conveys unto the said (*purchaser*), his executors, administrators, and assigns, ALL THAT the legacy or sum of £——, so bequeathed to him the said (*vendor*) by the hereinbefore recited will of the said (*testator*), deceased as aforesaid, and all moneys to become due and payable in respect of the said legacy, with all powers and remedies for the recovery thereof; TO HOLD the said legacy and premises hereby assigned unto the said (*purchaser*), his executors, administrators, and assigns, for his and their absolute use and benefit.

Testatum.

Parcels, legacy.

IN WITNESS, &c.

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4. NOTICE *by* LEGATEE *to* EXECUTORS, *of* ASSIGNMENT *of* LEGACY (*e*).

I HEREBY GIVE YOU NOTICE, that by an indenture of assignment dated the —— day of —— instant, made between me the undersigned (*legatee*), of the one part, and (*purchaser*), of, &c., of the other part, the legacy of £—— bequeathed to me by the will of (*testator*), deceased, whereof you are executors, and which will become payable on the decease of A. B., has been absolutely assigned by me to the said (*purchaser*), for a valuable consideration; [and I authorise you to pay the said legacy, and the interest (if any) thereon, to the said (*purchaser*) when the same shall become payable].

AS WITNESS my hand this —— day of ——, 19—.

To Messrs. (*Executors*).

(*Signed*) (*Legatee.*)

(*e*) A notice of this kind may be given either by the assignor or assignee, or by both, or by the agent of either or both. The advantage of its proceeding from the assignor is, that he thereby recognizes the validity of the assignment, affording, therefore, an additional authority to the person to whom it is directed. The notice, however, is more commonly given by the assignee, for whose protection it is required.

Parties.

5. DEED *of* ASSIGNMENT (*indorsed on or annexed to Articles of Partnership*) *by one* PARTNER, *with the consent of the others, of a* MOIETY *of his* SHARE *to a third* PERSON, *who is admitted into the* PARTNERSHIP. MUTUAL COVENANT *by the old Partners and new Partner to perform the* ARTICLES.

THIS INDENTURE, made the —— day of ——, BETWEEN the within-named [*or*, above-named] A. B., of the first part, the within-named [*or*, above-named] C. D. and E. F., of the second part, and G. H., of, &c., the third part: WHEREAS the said A. B., C. D., and E. F., from the period of the date and execution of the within-written [*or*, above-written] indenture down to the present time, have carried on the profession or business of solicitors in partnership, pursuant to the covenants and agreements contained in the within-written [*or*, above-written] indenture: AND WHEREAS the said A. B., with the privity and consent of the said C. D. and E. F., has contracted with the said G. H. for the absolute sale to him of one moiety of his the said A. B.'s one-third share of and in the goodwill, property, and effects of the said partnership (except the credits thereof) for the price of £——; And it has been agreed that such moiety shall be assigned to and vested in the said G. H. in manner hereinafter expressed; and that the said several parties hereto shall enter into the covenants hereinafter contained. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the premises, and also in consideration of the sum of £—— now paid by the said G. H. to the said A. B., the receipt of which sum of £—— the said A. B. hereby acknowledges, the said A. B. (with the privity and consent of the said C. D. and E. F., testified by their severally executing these presents) assigns and, as beneficial owner, conveys unto the said G. H., his executors, administrators, and assigns, ALL THAT one undivided moiety or equal half part of the one-third part or share of him the said A. B. of and in the goodwill of the said partnership business, and the profits henceforth to arise therefrom, and of and in the capital, property, and effects of the said partnership (except the credits and sums of money owing to the said partnership, and all securities for the same); TO HOLD the same unto the said G. H., his executors, administrators, and assigns, absolutely: AND THIS INDENTURE ALSO WITNESSETH, that in further pursuance of the said agreement, and in consideration of the premises, they the said

Recitals: of existing partnership;

of agreement for transfer.

Testatum.

Assignment.

Parcels.

Further *testatum.*

C. D. and E. F., at the request of the said A. B., hereby admit the said G. H. into the said partnership established by the within-written [*or*, above-written] indenture, as an acting partner therein, in respect of the one moiety hereby assigned of the one-third share of the said A. B. in the said partnership business as aforesaid; Admission of assignee into the partnership.

And each of them the said A. B., C. D., E. F., and G. H. hereby covenants with the others and each other of them that they the said A. B., C. D., E. F., and G. H. will henceforth become and continue partners in the profession or business of solicitors for all the residue now unexpired of the said term of —— years mentioned in the within-written [*or*, above-written] indenture, under and subject to the provisions and stipulations contained in the said indenture; and will at all times hereafter faithfully perform and observe all and every the covenants, provisoes, and agreements contained in the said indenture, so far as the same are now subsisting and capable of taking effect; and that the several rights, shares, and interests of the said respective parties of and in the partnership property, profits, and effects held and enjoyed by the said parties respectively under and by virtue of the within-written [*or*, above-written] indenture, and of these presents, or either of them, shall be subject and liable to the provisions of the said indenture as fully and effectually, to all intents and purposes, as if the same had been incorporated with and inserted in these presents. Covenants.

In witness, &c.

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6. ASSIGNMENT *by way of* Mortgage *of* Moneys *due and to become due under several* Contracts. Interest *to be payable in* Advance. Proviso *that the* Security *shall bind* Additional *and* Substituted Contracts.

THIS INDENTURE (*f*), made the —— day of ——, 19—, Between (*mortgagor*), of, &c., of the one part, and (*mortgagee*), of, &c., of the other part: Whereas the said (*mortgagor*) is indebted to the said (*mortgagee*) in the several sums enumerated in the first part of the schedule contained in a memorandum dated this day, and signed by the parties hereto, which sums amount in the aggregate to the sum of £——, and the said (*mortgagee*) has Parties.

(*f*) Notice of this assignment must be given to the persons liable to pay the moneys under the existing contracts; and upon any future contract being substituted or added to the security, notice must forthwith be given to the persons liable thereunder. Notice.

required the said (*mortgagor*) to secure to him in manner hereinafter appearing the payment of the same, and of any sum or sums which may hereafter be advanced by the said (*mortgagee*) to the said (*mortgagor*), with interest for the same respectively at the rate hereinafter mentioned. NOW THIS INDENTURE WITNESSETH, that in consideration of the principal sum of £——, less the sum of £——, being interest on the total sum of £——, after the rate of —— per cent. per annum for the half-year ending the —— day of ——, 19—, paid in advance, paid upon the execution of these presents by the said (*mortgagee*) to the said (*mortgagor*) (the receipt whereof the said (*mortgagor*) hereby acknowledges), he the said (*mortgagor*) hereby covenants with the said (*mortgagee*) that he the said (*mortgagor*), his heirs, executors, or administrators, will, on the —— day of ——, 19—, pay to the said (*mortgagee*), his executors, administrators, or assigns, the sum of £—— (*total amount of advances made*), and will also pay to him or them on such —— day of ——, or —— day of —— as shall next happen after any such further advance as aforesaid, the sum or sums so advanced (all interest thereon up to such half-yearly day to be deducted from the advance at the time of making the same), and that if the said sum of £——, or any part thereof, or any other sum which may hereafter be advanced as aforesaid, shall remain unpaid after the day on which the same is hereinbefore covenanted to be paid, he or they will thenceforth, so long as the same sum, or any part thereof, shall remain unpaid, pay to the said (*mortgagee*), his executors, administrators, or assigns, interest for the said sum of £——, or for so much thereof as shall for the time being remain unpaid, at the rate of —— per cent. per annum, by equal half-yearly payments in advance, on the —— day of —— and the —— day of ——, without any deduction, commencing on the said —— day of ——, 19—. AND THIS INDENTURE ALSO WITNESSETH, that the said (*mortgagor*) hereby assigns and, as beneficial owner, conveys to the said (*mortgagee*) ALL THOSE several debts or sums of money now due, or hereafter to become due, to the said (*mortgagor*) in respect of the several contracts enumerated in the second part of the said schedule, and now being or hereafter to be executed by the said (*mortgagor*); TO HOLD to the said (*mortgagee*), his executors, administrators, and assigns, as a security for the several sums of money enumerated in the first part of the said schedule, and now or heretofore advanced, or hereafter to be advanced, by the said (*mortgagee*) to the said (*mort-*

Testatum. Covenant to repay actual and future advances, and interest in advance.

Second *Testatum.* Assignment.

gagor), and interest thereon at the rate aforesaid, TOGETHER with power to the said (*mortgagee*) to ask, sue for, recover, and receive, and give effectual discharges for all or any of the said sums of money in the name of the said (*mortgagor*), his executors and administrators, and to do all things necessary or auxiliary thereto: AND IT IS HEREBY AGREED that this security shall attach to and bind all sums of money to become due to the said (*mortgagor*) in respect of any contract hereafter to be entered in the second part of the said schedule, in addition to or substitution for any contract now entered therein, and shall enure as a security for any further advance by the said (*mortgagee*) to the said (*mortgagor*), entered in the first part of the said schedule, either in addition to or in substitution for any advance entered therein, and that every additional entry in either part of the said schedule shall be initialled by the said (*mortgagor*), and every cancellation of an entry shall be initialled by the said (*mortgagee*), and that these presents shall from time to time be a security for all advances then appearing uncancelled in the first part of the said schedule, not exceeding at any one time the sum of £——, and shall bind and be an assignment of all sums of money due to the said (*mortgagor*) upon contracts appearing uncancelled in the second part of the said schedule; AND IT IS FURTHER AGREED that this security shall not in any way affect, by way of merger or otherwise, any bills of exchange or promissory notes of the said (*mortgagor*) which the said (*mortgagee*) may hold as a collateral security for all or any of the said advances.

Proviso that the security shall attach to future contracts.

IN WITNESS, &c.

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7. ASSIGNMENT *of the* GOODWILL *and* PLANT *of a* TRADE *or* BUSINESS *in consideration of a Sum of Money to be paid by Instalments, with appropriate Covenants.*

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN (*vendor*), of, &c., of the one part, and (*purchaser*), of, &c., of the other part: WHEREAS the said (*vendor*) has for several years past carried on a trade or business as a ——, and is at the date hereof engaged in the same trade and dealing: AND WHEREAS it has been agreed between the said (*vendor*) and (*purchaser*) that in consideration of the sum of £300 to be paid to him by the said (*purchaser*) at the time of the execution of these presents, and of the further sum of £250 agreed to be paid to him by the said (*purchaser*) on the 31st day of December, 19—, together with

Parties.

Recitals:

of vendor's trade:

contract for sale, in consideration of money to be paid by instalments, and secured by bond.

interest for the same after the rate of £5 per centum per annum in the meantime, to be paid by equal half-yearly payments, on the 30th day of June, and 31st day of December, 19—, and to be secured by the bond or obligation of the said (*purchaser*); and also of the like sum of £250, also agreed to be paid to him the said (*vendor*) by the said (*purchaser*) on the 31st day of December, 19—, with interest for the same after the rate aforesaid in the meantime, to be paid on the 30th day of June and on the 31st day of December in each of the years 19— and 19—, and also to be secured by the said bond or obligation of the said (*purchaser*), and also in consideration of such further and contingent payment by the said (*purchaser*) as is hereinafter mentioned, he the said (*vendor*) shall sell, and the said (*purchaser*) shall purchase, the goodwill of the trade or business of the said (*vendor*); and also the machinery, plant, utensils, manufactured and unmanufactured goods, and materials and stock-in-trade used in the said trade or business, and now the property of the said (*vendor*), and specified in the First Schedule hereunder written, and the book debts owing to the said (*vendor*), the particulars whereof are specified in the Second Schedule hereunder written, and the benefit of all contracts and orders which the said (*vendor*) has entered into for the supply of goods manufactured or sold by him; And for effectuating the before-mentioned sale, and the agreement between them, the said (*vendor*) and (*purchaser*) have agreed to enter into the covenants on their respective parts hereinafter contained:

Testatum. NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of £300 now paid to the said (*vendor*) by the said (*purchaser*), the receipt whereof the said (*vendor*) hereby acknowledges, and also in consideration of the further sums of £250 and £250, and interest thereon respectively, agreed to be paid to the said (*vendor*) by the said (*purchaser*) at the times and in manner hereinbefore mentioned, and secured by the bond of the said (*purchaser*), bearing even date herewith, as the said (*vendor*) doth hereby admit; and also in consideration of the covenant on the part of the said (*purchaser*) hereinafter contained, he the said (*vendor*) hereby assigns and, as beneficial owner, conveys unto the said (*purchaser*), his executors, administrators, and assigns, ALL THAT the before-mentioned trade or business of a —— of him the said (*vendor*), and the goodwill thereof, and all benefit and advantage thereof, and also all the said machinery, plant, utensils, manufactured and unmanufactured goods and

In consideration of money paid, and future instalments secured by bond,

vendor assigns trade.

materials, stock-in-trade, chattels and effects, and book debts, and also all the interest of him the said (*vendor*) in the said contracts or orders (*g*): To have, receive, and enjoy all the said premises unto and by the said (*purchaser*), his executors, administrators, and assigns, absolutely: And the said (*vendor*) hereby covenants with the said (*purchaser*) that he the said (*vendor*), his executors and administrators, will, by writing and circulating letters, and by personal introduction and other practicable means, use and exercise his and their best endeavours to introduce the said (*purchaser*) to, and procure for him the custom of, all the present and late customers and friends who have been in the habit of employing and dealing with him the said (*vendor*) in his said trade or business; And also will forthwith or within —— from the date hereof deliver unto the said (*purchaser*) a written list of the present and former customers of and dealers with him the said (*vendor*); And also that he the said (*vendor*) will not, at any time or period within —— years from the date hereof, within —— miles of the city of London, either by himself or in partnership with any other person or persons, directly or indirectly, engage or be concerned in the trade or business of a ——, without the previous written consent of the said (*purchaser*); And that if he the said (*vendor*) shall make default in, or act contrary to, such lastly expressed covenant, he the said (*vendor*), his heirs, executors, or administrators, will pay unto the said (*purchaser*), his executors, administrators, or assigns, the sum of £1,000 as liquidated and stipulated damages; And also that he the said (*vendor*), his executors or administrators, will or shall for the term of one whole year to be

Habendum.

Vendor covenants to introduce purchaser to customers;

to deliver list of customers;

not to carry on trade within a certain district;

stipulated damages for default;

during one year to receive orders;

(*g*) Add, if required,

"and also all the benefit of the services of all and every such persons as now are the apprentices of the said (*vendor*) for and during such term respectively as each such respective apprentice by his indenture of apprenticeship is obliged to serve; the said (*purchaser*), his executors and administrators, during such service instructing them in the said trade or business, and providing at his or their own costs for their meat, drink, washing, and lodging, and performing all other the duties of a master to an apprentice."

The purchaser should, if possible, protect himself by giving notice of this assignment to the persons interested in the contracts and orders, and also to the persons from whom the book debts are owing.

computed from the date hereof personally assist the said (*purchaser*) in transacting and carrying on the trade or business by receiving orders for the said (*purchaser*) at his (the said (*vendor's*)) present dwelling-house or residence at ——, or at any other dwelling-house which he may for the time being occupy, and transmitting such orders, as the same shall from time to time be received, unto the said (*purchaser*) at his place of business, with all practicable dispatch; And also that the said (*vendor*), his executors and administrators, will permit and suffer (*h*) the said (*purchaser*), his executors, administrators, or assigns, to use and associate the name of him (the said (*vendor*)) with the name or names of the said (*purchaser*), his executors, administrators, or assigns, in the said trade or business in all sales by the said (*purchaser*), his executors, administrators, or assigns, in order and to the intent to promote the welfare of the said (*purchaser*), his executors, administrators, or assigns: But it is hereby expressly agreed and declared that the said (*vendor*) is not to be under any obligation to attend at the wharf and premises at ——, where he (*vendor*) lately carried on his said hereby assigned trade or business, and that the said (*vendor*) is not to be considered as a partner with the said (*purchaser*), his executors, administrators, or assigns, or in any manner to participate with him or them in the fruits or profits of the hereby assigned trade or business, or be subject to any debts, losses, charges, damages, or expenses on account or by reason or means thereof, but is to be indemnified therefrom by the said (*purchaser*), his heirs, executors, administrators, or assigns: And also that the said (*purchaser*), his heirs, executors, administrators, and assigns, will and shall, from time to time and at all times hereafter, keep indemnified the said (*vendor*), his executors and administrators, from and against all actions, proceedings, costs, charges, demands, and expenses whatsoever which shall or may be instituted, sustained, or occasioned for or by reason of the said (*vendor*) having permitted the said (*purchaser*), his executors, administrators, and assigns, to use and associate the name of the said (*vendor*)

to allow purchaser to use vendor's name.

Vendor not to attend to business, or be answerable as partner.

Purchaser covenants to indemnify vendor from consequences of permission to use his name;

(*h*) This is a special provision which may involve the vendor in serious liabilities, and is only to be justified by the nature of the business and the restrictions subsequently introduced. As to the right of the purchaser of a business to use the vendor's name, see *Levy* v. *Walker*, 10 Ch. D. 436; as explained in *Thynne* v. *Shove*, 45 Ch. D. 577, and *Burchell* v. *Wilde*, [1900] 1 Ch. 551.

with the name or names of the said (*purchaser*), his executors, administrators, or assigns, in the conduct and management of the said trade or business as aforesaid, or in any sales which may be made and transacted by the said (*purchaser*), or for or by reason of the non-performance or non-execution of the said contracts and orders, or any of them: And also that he the said (*purchaser*), his executors, administrators, or assigns, will not, at any time henceforth, use or associate the name of the said (*vendor*) in any purchases which may be made by the said (*purchaser*), his executors, administrators, or assigns, in consequence of or relative to the said trade or business, but will contract for and purchase the same in the sole name and on the sole account of the said (*purchaser*), his executors, administrators, or assigns; And that it shall be lawful for the said (*vendor*), or his agents, executors, or administrators, to inquire of persons with whom the said (*purchaser*) may deal for ——, or as to their manner of dealing with, and the nature of their charges to, the said (*purchaser*), his executors, administrators, or assigns, and to give to them such notice or notices as may be requisite, in order that the said (*vendor*) may not be subject to or charged with the contracts, purchases, and dealings of the said (*purchaser*), his executors, administrators, and assigns; And, further, that in case the profits which may be derived and realised by the said (*purchaser*) from the said trade or business shall, within the first year, to be computed from the date hereof, amount to the sum of £——, then the said (*purchaser*), his executors or administrators, will, on the —— day of ——, 19—, pay unto the said (*vendor*), his executors, administrators, or assigns, the further sum of £100, free from all deductions, in addition to the prices or considerations hereinbefore expressed to be paid or secured to be paid to the said (*vendor*); And that as soon as conveniently may be after the —— day of —— (*i*), a general account in writing shall be made and taken by the said (*purchaser*) of all the moneys, credits, property, and effects, and of the debts and liabilities of the said trade or business; and of all contracts entered into and all business transacted on account of the said trade or business during the then preceding year, and of all other matters and things usually included in such accounts among persons engaged in the trade or business of ——;

not to use vendor's name in purchases;

if profits exceed a certain sum, to pay additional consideration.

General account to be taken.

(*i*) One year from the date of this agreement.

and such account shall be entered in the book or books of the said trade or business and be signed by the said (*purchaser*); and after such signature the said (*purchaser*) shall be bound thereby, unless some manifest error shall appear therein within the space of —— calendar months next after the making up of such account, and be notified by the said (*purchaser*) to the said (*vendor*) within that time; and in such case only such error shall be rectified: And such account shall be used as the basis for estimating the profits derived or realised by the said (*purchaser*) from the said trade or business as aforesaid.

In witness, &c.

The First Schedule above referred to.

The Second Schedule above referred to.

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8. NOTICE *by* Assignee *of a* Reversionary Interest *in* Money *in the* Funds *to the* Trustees *in whose Names the* Stock *is standing*.

I HEREBY GIVE YOU NOTICE, that by an indenture dated the —— day of ——, and made between (*assignor*), of, &c., of the one part, and me the undersigned (*assignee*), of the other part, all the share, right, and interest of the said (*assignor*), under and by virtue of the will of (*testator*), late of ——, deceased, of and in the sum of £2,500 Consolidated Stock now standing in your names at the Bank of England and held by you, subject to the trusts of the said will, were assigned by the said (*assignor*) to me absolutely [*or*, by way of mortgage, for securing certain moneys advanced by me to the said (*assignor*), and interest] (*k*).

As witness my hand this —— day of ——, 19—.

To Messrs. (*Trustees*).

(*Signature of Assignee.*)

(*k*) Though the above notice is legally sufficient, it may be advisable, if the will contains powers to be exercised by or with the concurrence of the assignor, to add such a clause as the following for the guidance of the trustees:—

"And I hereby give you notice not to transfer the said £2,500

9. NOTICE *of* ASSIGNMENT *of* BOOK DEBTS.

To (*the Debtor*).

TAKE NOTICE that by an indenture dated, &c., and made, &c., a certain debt or sum of money amounting to £—— due from you to the said (*assignor*) on simple contract has in consideration of the sum of £—— been assigned and transferred by the said (*assignor*) to me, my executors, administrators, and assigns, and I give you further notice to pay the said sum of £—— and all interest to become due thereon from (*date of assignment*) to me, or as I shall direct.

Dated ——.

(*Signed*) (*Assignee*).

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10. NOTICE *of* ASSIGNMENT *of* PERSONALTY *as Security*.

Sir,

TAKE NOTICE that by assignment [*or*, bill of sale] dated, &c., G. H., of, &c., assigned and conveyed to me all, &c. (*stating property assigned, as:* all household goods, chattels, and effects then being in his house and premises, situate, &c.), for securing payment of £—— at a certain time therein mentioned, with authority to me to enter at any time, and take, carry away, and dispose of to my own use the said property, but with power and permission to the said G. H. in the meantime to use and occupy the same goods, chattels, and effects, which assignment I am ready to show to you upon any reasonable application and notice for that purpose.

Dated, &c.

Consolidated Stock to any new trustee or trustees, or change the investment, by virtue of any power contained in the said will, or exercise any other power or authority whatsoever therein contained affecting the share or interest of the said (*assignor*) in the said Consolidated Stock without my consent in writing."

AUCTIONS AND AUCTIONEERS (*a*).

1. APPLICATION *for* LICENCE.

I, ——, of ——, in the parish of ——, in the county of ——, request a licence to carry on the business of an auctioneer.

Dated ——, 19—.

(*Signature of Applicant.*)

To the Collector of Inland Revenue,
[York] Collection.

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2. AUTHORITY *to sell an* ESTATE *in* LOTS.

Authority to sell Property at ——.

(*Date.*)

To Messrs. R. M. & R., Piccadilly.

I HEREBY AUTHORISE YOU to sell the property described in the printed particulars, of which copy annexed, at the undermentioned prices, either by public auction [*or* subsequently by private contract], until I withdraw these instructions by writing.

Lot 1	£	Lot 4	£
Lot 2		Lot 5	
Lot 3		Lot 6	

(*Signature.*)

(*Address.*)

(*a*) All the forms under this heading are taken from "Bateman on Auctions," and are published by permission of the Estates Gazette, Ltd.

3. AUTHORITY *to sell* GOODS *by* AUCTION.

Sir,

I HEREBY GIVE YOU AUTHORITY to sell for me by auction the several lots, my property, herein mentioned [at the prices marked against them], and to receive the price [*or*, a deposit not exceeding —— per cent. on the price].

Dated the —— day of ——, 19—.

C. D.

To Mr. A. B., Auctioneer.

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4. LETTER *to* VENDOR *for Instructions for conducting Sale.*

(*Date.*)

Sir,

As the premises in S—— are to be submitted to auction on the —— next, I enclose you the usual form of appointment of a person to make the reserved bidding, and request that it may be signed by the parties and returned to me previously to the day of sale.

I also enclose for your inspection and sanction a copy of the particulars and conditions of sale.

Be so good as to favour me with the lowest price at which the property may be sold, and such other directions or information as you may deem needful.

I am, Sir,

Your obedient servant,

A. B.

To C. D., Esquire.

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5. ADVERTISEMENT.—FREEHOLDS, *by order of the* COURT.

In the High Court of Justice. [T. No. —.

Chancery Division.—Mr. Justice ——.

Thompson v. *Johnson*, 1882.

Freehold residence near ——. With possession.

Messrs. —— will, pursuant to an order in the above action, and with the approbation of Mr. Justice ——, sell by auction, at the

Mart, Tokenhouse Yard, E.C., on ——, the —— of ——, 19—, at —— o'clock precisely, the excellent freehold nine-roomed house, known as ——, and situate ——. There is a greenhouse, and also a garden stocked with productive fruit trees. Particulars and conditions may be had at the Mart; of Messrs. ——, solicitors, Mortlake; and of the auctioneers at their offices, No. ——, Mincing Lane, E.C.

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6. ADVERTISEMENT.—Leaseholds, *by order of* Mortgagees.

Sydenham, Surrey.—Detached and semi-detached leasehold residences, for occupation or investment. By order of the mortgagees.

Mr. —— will sell by auction at ——, on ——, the —— of ——, at —— o'clock, three substantially built detached and semi-detached residences, known as ——, in the —— Road, Sydenham, one of the most beautiful and healthy suburbs of London, and close to the Crystal Palace, with excellent train service to the City and West-end of London; held for long terms at low ground rents, and together of the estimated, and in part actual, rental value of £—— per annum. In the meantime the auctioneer is prepared to receive offers for purchase by private contract. May be viewed by permission of the tenants, and particulars had, &c.

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7. ADVERTISEMENT.—Machinery, *in Bankruptcy*.

In Bankruptcy. By order of the receiver and manager *In re* —— and Co., Jubilee Works, Uxbridge Road, W.

To Electrical Engineers and Contractors.

Two days' sale of the loose plant, machinery and stock-in-trade, comprising drilling, cutting and stamping machines, dynamos and motors, platform weighing machines, quantity of brass, steel and iron, brass stampings, fittings and screws, bolts, nuts, lead pipe and timber, and a quantity of miscellaneous articles, which will be sold by auction by Mr. ——, on the premises, as above, on Monday and Tuesday, May 1 and 2, at —— o'clock precisely. Catalogues may be obtained, &c.

8. ADVERTISEMENT.—Furniture.

Mr. —— will sell by auction at No. 10, —— Street, South Kensington, on the —— of ——, 19—, at —— o'clock, 270 lots of furniture and effects. By order of Mrs. ——, leaving for India. View day preceding and morning of sale. Catalogues at offices, No. ——, Broad Street, E.C.

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9. ANNOUNCEMENT *of withdrawal of* Lots.

Bickerton Park Estate.—Messrs. —— beg to announce that lots 7 and 8 of this property, having been disposed of by private treaty, are withdrawn from their sale by auction announced to take place on the —— instant.

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10. PARTICULARS.—Freehold House *and* Garden.

A messuage or tenement, with the garden, yard and outbuildings, situate in, and being No. 10, of —— Street, in the town of ——, in the county of ——, and now in the occupation of ——, as tenant from year to year from [Michaelmas], at a rent of £—— per annum.

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11. PARTICULARS.—Freehold *or* Copyhold House *and* Garden.

A dwelling-house, with coach-house, stable, outbuildings and garden, being No. ——, in —— Street, ——, now in the occupation of ——. (*State period of tenancy, &c., rent, also as to repairs, &c.*)

The premises contain, including the site of the house and buildings, —— of land, or thereabouts, and are bounded by ——, and are shown on the accompanying plan.

The walls adjoining —— belong solely to these premises. The walls adjoining —— are to be deemed party walls.

The premises have a joint right, with the premises on the north side thereof, to the use of the well and pump shown on the plan, subject to bearing half the expense of keeping the same in repair;

and the like as to the road or passage-way leading to the stable and coach-house and back of the premises.

The annual land tax now payable is ——.

The property is freehold (*b*).

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12. PARTICULARS.—Freehold Farm *and* Leasehold Cottages *in two Lots.*

Lot 1.—A freehold farm, called "—— Farm," situate at ——, in the parish of ——, in the county of ——, consisting of 180 acres of arable, meadow and pasture land in a high state of cultivation, and a large and commodious farmhouse, brick-built and tiled, containing ten rooms, with large barn, cart sheds, stables and other outbuildings. This lot is in the occupation of Mr. ——, under an agreement which expires at Michaelmas next, at the annual rent of £——. The farm is subdivided as follows:—

No. on Plan annexed.	Description.	State.	Quantity.		
			A.	R.	P.
140	House and Homestead	..	2	3	9
141	Home Close.....	Meadow	4	0	16
143	Long Ten Acres.....	Arable	10	1	35

[*Set out the rest of the parcels in like manner.*]

Lot 1 will be sold subject to a right of way reserved to the owner of the adjoining lands, and his servants and others, across the Long Ten Acres, by a footpath running from west to east.

Lot 2.—Four leasehold cottages, each containing four rooms and a closet, and a small garden to each cottage, all situate in ——, adjoining the Long Ten Acres.

Lot 2 is held under a lease for a term of eighty years from

(*b*) *Or,* "copyhold of the —— manor of ——; the usual fines on death or alienation, a heriot on death, and a yearly quit rent of ——."

Lady Day, 19—, at a ground rent of £——, and is now in the several occupations of ——, as weekly tenants, at rentals amounting to £—— per annum, the landlord paying rates and taxes.

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13. PARTICULARS. — Freehold House, Bakehouse, *and* Mill.

The messuage, bakehouse, and premises situate at —— aforesaid, and now in the occupation of J. C.; and also the water grist-mills, mill-house and premises situate in the parish of C., in the county of S., with the appurtenances, as the same are now in the occupation of the said J. C. (*State terms of tenancy, and give inventory of going gear, &c., of mill.*)

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14. PARTICULARS.—A Freehold Estate.

The several freehold pieces or parcels of land or ground situate at S., in the county of Y. [delineated in the plan in the margin hereof, *or*] containing by estimation —— acres, more or less, called or known by the several names of ——, and now in the occupation of ——.

The property is subject to a fee farm rent, payable to the lord of the manor of —— [*or*, to a mortgagee in fee (*or*, by demise for a term of years), by indenture dated ——, and made between —— and ——, for securing the payment of a principal sum of £—— and interest, which principal sum of £——, with interest thereon from ——, is to be paid and discharged by the purchaser].

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15. PARTICULARS.—Leasehold *for* Lives.

The estate of the said (*vendor*) for lives of (*nominees, stating their ages and addresses*) granted and demised by indenture, bearing date on or about the —— day of ——, 19—, and made between (*lessor*), of, &c., of the one part, and the said (*vendor*), of the other part, in all that [messuage or tenement, garden and piece of meadow land] situate at, &c.

16. PARTICULARS.—Life Interest *in a* Freehold House.

The life interest of the bankrupt, aged ——, in a freehold messuage, &c., situate, &c., in the occupation of ——, under an agreement for a lease, &c. The bankrupt's interest in these premises is derived under the will of his father, ——, deceased, dated, &c., whereby the fee simple of the said premises was devised to certain trustees, upon trust, among other things, to pay the rents and profits of the said premises to the said —— during his life.

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17. PARTICULARS.—Reversion *in* Freeholds.

The remainder or reversion of A. B. [in fee simple] expectant upon and to take effect in possession immediately after the decease of C. D., of and in all, &c.

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18. PARTICULARS.—A Copyhold Estate.

The inheritance in possession [*or otherwise, as the case may be*], according to the custom of the manor of E., in the county of S., of and in all those several closes of arable land, situate at ——, containing by estimation —— acres, more or less, and now in the occupation of ——. (*State the terms of the tenancy as to period, rent, &c.*)

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19. PARTICULARS.—A Manor.

The manor of ——, in the county of ——, with its rights, members and appurtenances.

The manor comprises — - houses and —— acres of land, with —— pieces of land without extent defined, held at fines arbitrary on death or alienation and quit rents [—— of the parts copyhold of the manor are also subject to heriots payable on death. There are also various free rents payable to the lord of the manor].

The average income from the manor for the last —— years (not including income from property which has been enfranchised) has

been £——, and the assessment to the poor rate of the properties held of the manor at fines arbitrary appears by the statement which will be shown to intending bidders to be £——.

The annual income from the stewardship may be fairly estimated at not less than £——.

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20. PARTICULARS.—Manor *with right of* Fishery *and* Advowson.

The manor or lordship of E., with its rights, members and appurtenances, situate and being in the county of S., and also the advowson, right of patronage and presentation of and to the vicarage of E. aforesaid, and also the right of fishery in the river T., of and belonging to the said (*vendor*), and also all and singular the messuages, farms, lands, tenements and hereditaments mentioned or described in the particulars or schedule hereunder written. (*State fines, arbitrary and certain, quit rents, free rents, reliefs, annual income of advowson, and anything tending to show that the fishery is of substantial value.*)

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21. PARTICULARS.—A Freehold *and* Copyhold Estate.

The estate called, &c., situate at, &c., comprising residence, with appropriate coach-houses, stabling, vinery, conservatories and outbuildings, walled-in garden, ornamental plantations, lawn and grounds, and the farms called, &c., the whole containing by tithe [*or*, Ordnance] survey —— acres —— roods and —— perches or thereabouts.

The residence comprises, &c. (*state number and size of rooms, &c.*).

The coach-house and stable accommodation is sufficient for —— horses and —— carriages.

The vinery and conservatories contain (*state dimensions and particulars*).

The plantations, lawns and grounds, with the garden and site

of residence and buildings, comprise —— of land by the tithe [*or*, Ordnance] survey.

This part of the property is in the occupation of (*vendor*), and possession will be given on completion of the purchase.

The —— farm is situate at, &c., and comprises a farmhouse with requisite outbuildings and the quantities of land following (*state names of parcels and quantity of land in each, and total*).

This farm is now in the occupation of —— [on a lease for —— years from ——] at the yearly rent of £——.

(*Add similar description of other farms.*)

The whole of the foregoing property, with the exception of, &c., is freehold, the remainder being copyhold as under and subject to fines arbitrary on death or alienation [to a heriot payable to the manor of ——] and to the annual quit rents stated below.

(*Add statement of the parts copyhold and the quit rents.*)

Attached to the property are rights of common, &c. (*state particulars*), a right of fishery, &c., and a right of way over, &c., the land tax in respect of, &c., having been redeemed.

The property is subject to land tax, now £—— per annum [in respect of, &c., the land tax in respect of, &c., having been redeemed].

The tithe rent-charges in respect of the several parts of the property are as under (*state them*).

The property is sold subject to a right of way to the owners and occupiers of, &c., over, &c.; also to the right of the tenant of the farm called, &c., to remove the granary situate, &c., unless purchased under the provisions of the Agricultural Holdings Acts.

The covenants in the leases of the farms may be seen on application at the office of Messrs. ——, at ——, solicitors, prior to the day of sale, or in the auction room on the day of sale.

(*If any free rents or rent-charges under wills, &c., are payable, they should be stated, and it would be proper also to state any drainage or level rate.*)

A map of the estate will be found attached to these particulars. It is given for the purposes of general but not minute identification, and is reduced from the Ordnance Survey. It is intended for guidance only, and its accuracy is in no way guaranteed.

22. PARTICULARS.—A Leasehold Estate.

A messuage [*or whatever the property may be*], &c.

The premises are held for the residue now to come of a term of —— years, commencing from the —— day of ——, 19—, granted to the said (*vendor*) by an indenture of lease bearing date the —— day of ——, and made between (*state the parties*), under and subject to the rents, covenants and agreements therein contained on the part of the tenant or lessee thereof to be respectively paid and performed.

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23. PARTICULARS.—A Rent *reserved upon a* Lease *for a* Term.

The yearly rent or annual sum of £——, reserved and payable to the said (*vendor*), his heirs and assigns, for the term of —— years in and by a certain indenture of lease bearing date the —— day of ——, and made between ——.

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24. PARTICULARS.—*An improved* Ground Rent.

An improved rent of £20, derived from two messuages, &c., held by the vendor for a term of —— years from ——, at a ground rent of £10, and underleased by him for the full term, wanting three days, at the rent of £30, being an advance or profit of £20 per annum on the original rent.

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25. PARTICULARS.—A Rent-charge *in Fee.*

The perpetual yearly rent-charge or annual sum of £—— issuing and payable out of and charged and chargeable upon certain lands and hereditaments situate at D., in the county of K., under or by virtue of a certain indenture of grant bearing date the —— day of ——, and made between (*state the parties*).

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26. PARTICULARS.—A Rent-charge *for a Life.*

The yearly rent-charge or annual sum of £—— issuing out of and chargeable upon certain lands, tenements, and hereditaments situate at D., in the county of K., and payable to the said (*vendor*) for and during the term of his natural life under or by virtue of a certain indenture of settlement bearing date the —— day of ——, and made between, &c.

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27. PARTICULARS.—Rectorial *or* Great Tithes.

The tithes of corn, grain and hay, and other great or rectorial tithes, arising, renewing or increasing within the parish of ——, in the county of ——, with the appurtenances belonging to the rectory impropriate of ——.

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28. PARTICULARS.—Vicarial *or* Small Tithes.

The tithes, tenths, dues and duties which are paid and usually reckoned as small and vicarial tithes, which shall arise or grow due within the parish of ——, in the county of ——.

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29. PARTICULARS.—An Advowson.

The advowson, donation, or perpetual right of patronage and presentation of, in and to the rectory or parish and parish church of ——, in the county of ——, and all the glebe lands, &c.

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30. ANOTHER FORM.

The advowson, right of patronage and presentation to the rectory [*or*, vicarage; *or*, perpetual curacy] of ——, in the county of ——, with the great and small tithes [*as the case may be*], glebe and income from fees.

There is an excellent parsonage house, comprising, &c. (*describe buildings and grounds*).

The glebe contains, &c.

The tithes have been commuted at, &c. The glebe is let to, &c. (*state name of tenant and period and conditions of tenancy*), at the rent of £—— payable [half-yearly].

The entire income from the tithe rent-charge, rent of glebe and fees amounted in the last year to £——.

The present incumbent was of the age of —— last birthday.

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31. PARTICULARS.—A *next* Presentation.

All that the first and next turn or right of donation, nomination, presentation and free disposition of and to the rectory and parish church of ——, in the county of ——, whenever the same shall first and next after the date hereof become void by the death of ——, the present incumbent thereof, or by any other ways and means whatsoever. (*State age of incumbent and details of annual value.*)

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32. PARTICULARS.—Presentation *for Life of* Vendor *or for a Term.*

The right of donation, nomination, presentation and free disposition of and to the advowson, rectory, parsonage or parish church of M., in the county of W., when and so often as the said church shall become void by the death, resignation or deprivation of the present or any future incumbent thereof in the lifetime of the said (*vendor*) [*or,* during the term of twenty years from the date hereof]. (*Add statements as to age and value.*)

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33. PARTICULARS.—Growing Timber.

[500] oak trees and [300] elm trees, marked with ——, and now standing in or upon the farm and land [woods and grounds] hereinafter mentioned, that is to say:

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34. PARTICULARS.—Imported Goods.

Tea.

Ceylon Tea, at —— per lb., to advance $\frac{1}{4}d.$

To be taken without allowance for any irregularity in quality.

Ceylon Tea.

By order of the Proprietors of
The Kataboola Estate.

At Smith's Wharf.

	Box. No.	
Kataboola	1	14 Chs. Or. Pekoe
,,	2	18 Chs. Bro. Pekoe
,,	3	24 Chs. Pek.-Souch.
,,	4	2 Hf-Chs. Dust

Total 58

Timber.

At the Surrey Commercial Docks

ex Emily, @ Skonvik. Stave Sheds, Nos. 7 and 8.

Lot.	Mark.			
63	Sab	269	20 to 23 feet	1×7-inch 2nd Yellow (tongued and grooved)
		338	11 to 6 ,,	

Wool.

Tare as specified. Draft 1 lb. per cwt., and no other allowance whatever. At per lb. to advance $\frac{1}{4}d.$ until the price of $8d.$ is reached, and after $8d.$ to advance $\frac{1}{2}d.$

259	bales	Victorian wool	Lots 1 to 29, At Messrs. —— & Co.'s
76	,,	New South Wales ,,	
179	,,	New Zealand ,,	
57	,,	Cape ,,	
2	,,	Sheepskins (Lot 15)	
573	bales.		

35. PARTICULARS.—A Ship.

The ship or vessel, called the ——, built of ——, in 19—, of the burthen of —— tons, now lying at ——, whereof —— is master,

with the furniture, stores, materials and appendages thereto belonging.

The hull, masts, yards, standing and running rigging, with all faults as they now are.

Inventory.

[List of anchors, cables, sails, boatswain's stores, gunner's stores, cooper's stores, armourer's stores, ship-steward's stores, cook's stores, surgeon's stores, kentledges, boats, &c.]

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36. PARTICULARS.—Horses.

1. Dollie, a black pony; quiet to ride and drive, and used to children.

2. A bay mare; has been ridden and driven in harness.

3. The property of Mr. ——, captain, a roan gelding; a good hunter, ran second at Aldershot this spring.

4. Ruby, a chestnut mare, by Hotshot; quiet in single and double harness, and constantly ridden and driven by a lady.

5. A brown gelding; fast.

6. Chepstow, a bay horse, three years old, by Speculum out of Odine (dam by Turley), by Fitz-gladiateur.

7. A bay filly foal, by Thunderbolt out of Inverness; foaled 20th April.

8. A roan gelding; a good hunter and hack, 5 years, 16 hands, up to 14 stone, well known with the Tickham Foxhounds.

9. A brown cob; quiet in harness and a good boy's hunter.

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37. PARTICULARS.—Cows *and* Heifers.

Alderneys or Jerseys.

Lot.	Age.	Supposed time of calving.	Colour.	Remarks.
1.	Two years old.	Time up.	Pure silver fawn.	A pedigree heifer.
2.	Two years old.	Oct. 28.	Gray fawn.	Very choice.
3.	Two years old.	Particulars at time of sale.		

Guernseys.

Lot.	Age.	Supposed time of calving.	Colour.	Remarks.
4.	Two years old.	Time up.	Mulberry.	Very hardy and rich.
5.	Two years old.	Oct. 27.	Lemon and white.	A large rich heifer.
6.	Particulars at time of sale.			

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38. PARTICULARS.—Shares *in a* Company.

The —— Co. (Limited). Established in 19— to carry on the business of a ——. Capital £200,000, in 20,000 £5 preference and 100,000 £1 ordinary shares. The preference shareholders are entitled to 6 per cent. per annum, and also to three-tenths of the surplus net profits. The dividend on the ordinary shares for the year —— was 6 per cent.

Lot 1. Fifty fully-paid £5 preference shares.

Lot 2. Fifty £5 preference shares, £2 paid.

Lot 3. Fifty £1 fully-paid ordinary shares.

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39. PARTICULARS.—Policy *of* Insurance.

A policy of insurance for the sum of £——, No. ——, dated ——, effected with the —— Insurance Company on the life of (*vendor*), who is now in the —— year of his age. Annual premium £——. (*State any bonus added to policy.*)

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40. CONDITIONS *of* Sale *of* Goods (*c*).

Biddings. 1. The highest bidder to be the buyer; and if any dispute shall arise respecting any bidding, the lot in dispute to be immediately put up again [or the auctioneer may declare the purchaser].

(*c*) The conditions in the text are used extensively at different auction rooms in London and elsewhere on the sale of furniture and other effects, when the goods are exhibited on the spot.

2. No person to advance less than sixpence; above ten shillings, one shilling; above five pounds, five shillings, and so on in proportion, unless otherwise allowed by the auctioneer.

3. The purchasers to give in their names and places of residence, if required, and to pay down a deposit of twenty-five per cent. in part payment of the purchase-money (*d*); in default whereof the lot or lots purchased by them may be immediately put up again and resold. Deposit.

4. The lots to be at the risk of the buyer from the fall of the hammer, and to be taken away with all faults and errors of description at the buyer's expense within two days after the sale, and the remainder of the purchase-money to be paid on or before delivery (*e*). Clearance.

(*d*) Sometimes the following is added:— Lot-money.

"And one shilling and sixpence to the auctioneer, to bind the bargain, for all lots sold under £5; two shillings and sixpence for all lots sold at or over £5 and under £10; five shillings for all lots sold at or over £10 and under £20; and £1 5*s*. per cent. for all lots sold at or above £20."

(*e*) On a sale of books the following condition is frequently used:— Books.

"The books are presumed to be perfect, unless otherwise expressed; but if, upon collating at the place of sale, any should prove defective, the purchasers will be at liberty to take or reject them; but the sale of any book or books is not to be set aside on account of any stained or short leaves."

On the sale of pictures the following may be inserted:— Pictures.

"The names of artists given in the catalogue are those the works are attributed to, or are painted in the manner of, and the auctioneer is not in any way to be held responsible for the correct description, genuineness, or authenticity of, or any default or defect in any lot."

Sometimes a condition to the following effect is introduced:— Warehouse room.

"In the event of any purchaser at this sale neglecting to pay for and take away any lot or lots he may have purchased, and the same remaining for a longer period than one month from this date, such purchaser, in addition to the amount of the purchase-money, shall, upon each lot so left, pay one shilling per week for warehouse room, and also five per cent. per annum interest on the

Payment. 5. Upon failure to comply with any of the above conditions, the money deposited in part payment shall be forfeited; and all lots uncleared within the time aforesaid shall be resold by public Resale. or private sale, and the deficiency, if any, on such resale, together with all charges attending the same, shall be made good by the defaulter at the present sale.

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41. THE SAME: *A fuller Form.*

Biddings. 1. THE highest bidder, if in due time, to be the purchaser; subject to the auctioneer having a right to refuse the bidding of any person. Should any dispute arise between two or more approved bidders, or between the auctioneer and any approved bidder, the lot in dispute to be put up again, or not, at the discretion of the auctioneer. The vendor reserves the right to bid.

2. No person to advance less than 1*s.* at each bidding; above five pounds, 5*s.*; and so on in proportion; nor to retract a bidding.

Deposit, &c. 3. The purchasers are to pay down immediately a deposit of five shillings in the pound, or such other sum as the auctioneer may name, in part payment (each deposit to be applicable to any lot or all lots purchased), and to give in their names and places of abode, when required; in default of which the lot or lots purchased by them to be at the disposal of the auctioneer.

Sale "with all faults." 4. All lots to be taken away with all faults, imperfections and errors of description, at the purchaser's expense and risk, before

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amount of the said purchase-money; the same to be reckoned from this day to the time of clearing."

Or, more simply:—

"Warehouse room and expenses of removal will be charged on all lots left uncleared after the time specified, until such lots are taken away or re-sold." (See also next Precedent, paragraph 5.)

Where by the terms of the contract goods were to be taken away at the purchaser's expense in fourteen days from the day of the sale, and the purchase-money was to be paid on or before the delivery of the goods, held, that the seller was bound to deliver when called upon, at any time during the fourteen days, and had not fourteen days to deliver the goods, although the purchaser had fourteen days to take them away. *Hagedorn* v. *Laing* (1815), 6 Taunt. 162.

—— o'clock on ——, and the remainder of the purchase-money to be paid before delivery. In cases where one buyer purchases more than one lot, the whole of the amount of the lots purchased is to be paid before any one lot is delivered; also, to prevent inaccuracy in delivery, and inconvenience in the settlement of purchases, no lot can on any account be removed during the time of sale; and no person shall be entitled to anything not described in his lots. No allowance whatsoever will be made for errors in description or quantity; but the lots are to be cleared as shown at the sale; and no lots will be transferred from one buyer to another. Payment of price. Removal of goods.

5. All lots left after the specified time will be liable to any expense that may arise from their not having been cleared in accordance with the 4th condition.

6. The purchasers to be answerable for all damage they may do to any lots, or to the premises, in taking down or removing their respective lots, and to properly repair the same before their lots are removed from the premises.

7. No cheques taken.

8. Upon failure to comply with the above conditions, the money deposited shall be forfeited; the lots uncleared within the time aforesaid shall be resold, either by public sale or private contract, and the deficiency, if any, upon such second sale, together with all charges attending the same, shall be made good by the defaulter or defaulters at the present sale, and be recoverable as and for liquidated damages; but any surplus that may arise therefrom shall belong solely to the vendors. Resale, &c.

9. The auctioneer to be the sole arbitrator in every matter of dispute. Disputes.

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42. CONDITIONS *of* SALE *of a* SHIP.

THE owners of the ship or vessel called "The I.," of ——, of the measurement of —— tons, or thereabouts, now lying at S., cause her to be exposed for sale on the conditions following, viz.:—

1. The owners do consent and agree that whosoever bids most and last in due time, after he has declared his name and the broker has repeated the same, shall be deemed the buyer, who is immediately to pay on account one-fourth part of the purchase-money, and the residue within one month after the sale, or at the time of

delivery of the bill of sale, whichever may first happen, and two guineas to the broker to bind the bargain.

2. On payment of the whole of the purchase-money, a legal bill of sale shall be made out to the purchaser at his expense, and the vessel, with what belongs to her, shall be delivered according to the inventory which has been exposed; but the said inventory shall be made good as to the quantity only.

3. The vessel and stores shall be taken with all faults in the condition they now lie, without any allowance for weights, lengths, qualities, or any defects whatsoever.

4. In case any default shall be made by the purchaser or purchasers in the payment afore-mentioned, the money paid in part shall be forfeited to the sole use of the present owners, and they shall be at liberty to put up and sell the said vessel again; and the buyer or buyers so neglecting shall be liable for all loss, costs and damages which may accrue thereby.

5. The said ship is declared to be at the risk of the purchaser immediately after the sale.

6. The said vessel is put up at £——; bidders to advance not less than £—— at each bidding.

7. If any difference shall arise at the sale, the said vessel may be put up again.

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43. MESSRS. TATTERSALL'S CONDITIONS *of* SALE *of* HORSES *and* CARRIAGES.

Conditions of every Sale by Auction and Private Contract at this Place.

1. THE highest bidder to be the buyer; and if any dispute arise between any two or more bidders, the lot so disputed shall be immediately put up again and resold.

2. No person to advance less than five shillings; above £10, ten shillings, and so on in proportion.

3. The purchasers to give in their names and places of abode (if required) and pay down five shillings in the pound (if required) as earnest, and in part of payment; in default of which, the lot so purchased may be immediately put up again and resold if the auctioneer shall think fit.

4. The lots to be taken away within *one day* after the sale is

ended, at the buyer's expense, and the remainder of the purchase-money to be absolutely paid before the delivery of the lot.

5. Upon failure of complying with the above conditions, the money deposited in part payment shall be forfeited to the owner of the lot, he paying thereout all just expenses, and the lot shall be resold by public or private sale, and the deficiency (if any) attending such resale shall be immediately made good by the defaulter at this sale.

6. If any person shall purchase a lot, and not pay for it within the time limited by the 4th condition, nothing contained in the 5th condition shall prevent the auctioneers, or owner of the lot, from compelling the purchaser to pay for it, if the auctioneers or seller shall so think fit.

7. The vendor shall be entitled to receive the purchase-money of each lot sold on Monday on the following Friday; and all horses sold on Thursday will be paid for on the following Tuesday, provided that the auctioneers shall then have received the purchase-money or delivered the lot out of their custody, but not before.

8. The warranties of horses sold at this auction are as follows:—

HORSES DESCRIBED AS—

Good hunters must be sound in wind and eyes, quiet to ride, have been hunted, and be capable of being hunted.

Good hacks must be sound in wind and eyes, quiet to ride, and not lame.

Good chargers or good school horses must be quiet to ride, quiet with troops, sound in wind and eyes, and not lame.

Good brougham or buggy horses, good wheelers, leaders, or harness horses, must be sound in wind and eyes, quiet in the harness specified, and not lame.

Good polo ponies must be sound in wind and eyes, quiet to ride, go to a ball, and be capable of being played.

Hunters, hacks, chargers, polo ponies, harness horses, brougham and buggy horses, wheelers or leaders, without the word "good," are not warranted beyond that the animals so described have been so used.

Horses sold with a warranty that they are quiet to ride or drive must also be workably sound, and not have any

infirmity or disease that renders them incapable of reasonable work.

Horses cannot be described as "regularly" or "constantly" driven in harness unless also warranted quiet in harness.

Horses described with "good action" must not be lame.

Horses described as good fencers or jumpers are not warranted unless the horses are sold as good hunters, and then only that they will jump when with hounds.

Horses are not described in the catalogue as warranted "sound."

Horses that have been unnerved must not be sold with any description that carries a warranty.

9. Any horse sold at Tattersall's with a warranty must, in the event of the purchaser contending that it does not correspond with such warranty, apart from any infirmity or disease, be returned before 5 o'clock p.m. on the second day after the sale, otherwise it shall be deemed and taken to be in all respects as warranted as between all parties, and the non-return within the above time limit shall be an absolute bar to any claim in respect of any alleged breach of warranty, and the purchaser shall be bound to keep and pay for the horse whether in fact it be or be not according to the warranty.

10. Any horse returned under the 9th condition shall be tried by the firm of Messrs. Tattersall, or one of them, or someone appointed by them, in such manner, at such date, and for such length of time as they or he shall think fit, and their or his decision shall be final and binding on both vendor and purchaser; or Messrs. Tattersall, or one of them, or someone appointed by them, may, instead of making an actual trial of, or in addition to an actual trial of, such a horse, make their or his decision upon evidence of such nature, and taken in such manner as they or he shall think fit. Reasonable notice of any trial shall be given or sent to both vendor and purchaser. If after such notice either party or both parties shall be absent at the time fixed, Messrs. Tattersall, or one of them, or the said person appointed by them, may proceed to try and may make a decision in his or their absence. The party against whom a decision is given under this condition shall pay to Messrs. Tattersall all the costs and expenses incurred by them in or in connection with the trial, taking of evidence, and decision. If the breach of warranty shall be estab-

lished, the vendor shall also pay to Messrs. Tattersall, on behalf of the purchaser, the cost of returning the horse to Tattersall's, the amount of such cost to be fixed by Messrs. Tattersall, whose decision shall be final and binding on both parties.

11. If any horse sold at Tattersall's with a warranty be considered by the purchaser to be incapable of fulfilling the warranty from infirmity or disease (save as mentioned in the next condition), such horse must be returned before 5 o'clock on the second day after the sale, with a certificate from a veterinary surgeon to that effect, or such certificate must reach Messrs. Tattersall by post or otherwise—if sold on Monday, by the Thursday morning following, or if sold on Thursday, by the following Monday morning, by 12 o'clock; any horse not so returned with such certificate shall be taken not to have been returned, and any claim for breach of warranty shall be absolutely barred, and the purchaser shall be bound to keep and pay for the horse. And if such certificate be not confirmed by another certificate, to be furnished by the vendor within three days from date of notice of horse returned being posted to him, or in case the vendor shall neglect or refuse to furnish such certificate, Messrs. Tattersall, or one of them, shall appoint a veterinary surgeon, who shall examine the horse, and give a decision, which shall be final and binding on all parties, as to whether any such infirmity or disease is or is not, whether by reason of its temporary character or otherwise, such as to constitute a breach of warranty. The whole cost and expense incurred by Messrs. Tattersall in or in connection with such trial or examination, including the fee of the veterinary surgeon so appointed, which shall be fixed at the sum of £1 1*s.*, and also the sum of 10*s.* 6*d.*, which shall be fixed as the sum to be paid to any veterinary surgeon who may be employed by the party in whose favour the decision is given, shall be paid to Messrs. Tattersall by the party in error. If a breach of warranty be established, the vendor shall also pay to Messrs. Tattersall, on behalf of the purchaser, the cost of returning the horse to Tattersall's, the amount of such cost to be fixed by Messrs. Tattersall, whose decision shall be final and binding on both parties.

12. Any horse sold at Tattersall's incapacitated by illness or otherwise need not, and any horse suffering from an infectious or contagious disease must not, be returned to Tattersall's, but notice must be given to Messrs. Tattersall before 5 o'clock on the second

day after the sale, and a veterinary surgeon's certificate as to the state of such horse, whether returned or not, must be given or sent to Messrs. Tattersall within the time limit set out in condition 11, otherwise any claim for breach of warranty shall be absolutely barred, and the purchaser shall be bound to keep and pay for the horse. Any case arising under the above circumstances shall be decided in the manner provided, and subject to the terms and conditions set out in condition 11, and the costs and expenses shall be borne and paid by the party in error as therein contained.

13. No action shall be brought against Messrs. Tattersall, or one of them, or the said person appointed in consequence of any decision made in accordance with the above rules, nor shall Messrs. Tattersall be liable for any loss or expense incurred by either party in connection with a trial or examination, save only for the sum of 10*s.* 6*d.*, the above-mentioned veterinary surgeon's fee, and the cost incurred in respect of the return of the horse as aforesaid, if and when such sum or sums be received by them.

Lastly.—The conditions of sale are:—

If sold by public auction, 1*s.* in the pound.

If by private contract, 1*s.* in the pound.

Horses sold and returned in consequence of not answering the description shall be charged the full commission—1*s.* in the pound; and

For putting up each horse not sold, 10*s.*

No lot will be offered for less than 5*s.*

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44. CONDITIONS *of* Sale *of* Stocks *and* Shares.

Biddings. 1. The highest bidder shall be the purchaser; and if any dispute arise as to any bidding, the lot in dispute shall be put up again, or the auctioneer may decide the dispute.

2. No person shall advance at any bidding a less sum than shall be named by the auctioneer at the time of sale; and no bidding shall be retracted. The vendor reserves to himself the right to fix a reserve price, and to bid up to that sum by himself or his agent.

Deposit. 3. Each purchaser shall immediately after the sale pay into the auctioneer's hands a deposit of £10 per cent. in part payment of

his or her purchase-money, and sign an agreement for payment of the remainder at the offices of the auctioneers, ——, on the —— day of ——, when and where the purchases are to be completed; and if from any cause whatever any purchase shall not be completed on that day, the purchaser shall pay to the vendor interest after the rate of £10 per cent. per annum on the remainder of the purchase-money from that day until the actual completion of the purchase. Contract. Interest.

4. The title to the shares shall consist solely of certificates of the respective companies, showing such shares to have been registered in the names of the owners, who will, at the expense of the purchaser, assign the said shares to him, or otherwise cause the same to be vested in him. Title. Assignment.

5. If any lot shall appear to have been improperly described, or any other error or misstatement be found in the particulars, such misdescription, error or misstatement shall not vitiate the sale, but the vendor or purchaser, as the case may be, shall allow or pay a compensation in proportion to the amount of the purchase-money, the amount of such compensation to be determined by the auctioneer. Compensation.

6. The auctioneer acts upon the sale only as agent for the vendor, whose name he will disclose at the sale. He will not guarantee any transfer or registration, or any other formality or other matter. Auctioneer only agent.

7. If any of the purchasers fail to comply with any of the above conditions, the deposit-money paid by him or her shall be absolutely forfeited to the vendors, who shall be at full liberty to resell the property sold to such purchaser or purchasers, either by public or private sale; and the deficiency, if any, arising from such second sale, together with all expenses attending the same, shall be made good by the defaulter or defaulters at the present sale, and be recoverable as liquidated damages, and it shall not be requisite for the vendors previously to tender any assignment or transfer to such purchaser or purchasers. Resale, &c.

45. CONDITIONS *of* SALE *employed in the* WHOLESALE TEA TRADE (*f*).

1. THE highest bidder to be the purchaser, and any dispute that may arise to be settled by the selling broker.

2. Brokers must declare in writing their principals (to be approved by the selling brokers) within twenty-four hours after the purchase, or be held responsible; and those who may execute orders at this sale for parties not resident in London shall produce a known agent here, who shall undertake to complete the contract, in failure of which the broker so buying shall be held responsible; and if any broker shall purchase for any person or persons under age, he shall be held responsible. In the case of teas sold for cash the buying broker to be held responsible.

3. Every person who shall be declared the highest bidder shall pay to the selling broker the following deposit, viz.: not exceeding £1 per chest, £4 per lot of half-chests, and £2 per lot of small boxes, on all descriptions, at the time of sale, if demanded, or on the Saturday following the day of sale, or on the delivery of the weight notes; the remainder of the purchase-money to be paid on or before ——, 19—. Interest at the rate of £5 per cent. per annum will be allowed on payment of the deposit, and on the remainder from the day of payment to the prompt day. The tea to be taken by the buyers at the Customs weight, and to be delivered in bond, with Customs tare. Draft as usual.

4. These teas will be ready for delivery on the day of sale (excepting packages requiring coopering, which will be completed without delay). The weight notes to be ready for delivery within five clear working days from the day of sale, unless the buyer is willing to take them without inspection, and makes a declaration in writing to the selling broker to that effect on the day of sale, in which case the weight notes to be ready for delivery within three

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(*f*) In the Indian and Ceylon tea trade the conditions are the same, with the exception of the 4th, which runs as follows:—

"These teas will be ready for delivery on the day of sale (excepting packages requiring coopering, which will be completed without delay), and three clear working days from that date are to be allowed for delivery of weight notes. The buyer to have the option," &c.

clear working days from the day of sale, or the buyer to have the option of refusing to accept such lot or lots for which he cannot obtain the weight notes by 6 p.m. on the third day, by giving a written notice to that effect to the selling broker on the following morning. Missing packages, if equal to bulk, and not more than 5 per cent., are exempted from this condition, and are to be taken by the buyer at the original price and prompt if tendered within fourteen working days from date of contract.

5. No claim for difference of bulk from show or selling sample will be entertained, unless notified in writing to the selling broker within three working days from the day of sale. No allowance will be made on account of any damage, rubbish, false package, or unequal goodness found, or alleged to be found, after the goods have been taken from the warehouses.

6. All tea sold at this sale to be at the risk of the sellers until the prompt day, unless paid for previously, but only to the extent of market value. In the event of non-delivery by loss from fire, the contract for such portion to be void, and the deposit paid to be returned. Rent to commence from the prompt day.

7. Lot money to the selling broker as usual.

8. If any buyer shall fail to comply with the above conditions, the vendors shall be at liberty to resell the teas either by public or private sale, the deficiency, if any, with interest of money from the prompt day, warehouse rent, and all other charges and damages of every kind, to be chargeable to such defaulter, and be recoverable against him at law.

9. Any dispute that may hereafter arise concerning any parcel sold in this catalogue to be referred to two arbitrators (who must be members of either the Tea Buyers' Association or of the Tea Brokers' Association of London), to be mutually chosen by each party, and who are to appoint an umpire, if necessary, the loser to pay the fees (two guineas) to each arbitrator, and two guineas to the umpire, if called in, for all arbitrations, including attendance at the warehouses, if necessary.

46. CONDITIONS *of* SALE *employed in the* WHOLESALE TIMBER TRADE.

1. THE highest bidder (in due time) to be deemed the purchaser, and in case of any dispute the lot to be put up again.

2. The buyers to declare their names and residences, and deposit 25 per cent. on the computed value of each lot, if required; the remainder of or all the purchase-money, with one shilling per lot for lot-money, payable to the brokers at the time an order for delivery is given.

3. The goods to be paid for on or before the prompt of fourteen days, either in money, deducting six months' discount at the rate of 5 per cent. per annum (or if above 5 per cent. per annum at the Bank of England rate, as declared by the court of directors on the day of sale), or by such bills as the sellers may approve of due at or within six months from the day of sale.

4. The goods to be received as and where they lie, at the buyers' expense, with all faults and defects, and without any allowance for error in description—the timber and logs according to the razed contents, and other goods as they may rise from the piles—the dimensions when given being according to the skippers' assortment or designation, unless otherwise specially described. Any rent incurred after four weeks to be paid by the buyers of the respective lots.

5. Fourteen days from the date of the issue of the delivery order will be allowed for rent and cash payment on any lot that may not be ready for delivery on or within the prompt.

6. When the sale extends over more than one day the prompt will be reckoned, the bills drawn and the rent allowed from the last day.

7. In default of compliance with the above conditions, the deposit-money, if any received, to be forfeited to the owners of the goods, and the purchasers liable to them for all loss and charges attendant upon a resale, either by private contract or public auction.

8. All goods sold at this sale to be at the risk of the sellers in respect of fire, provided such goods have not been removed from the docks, for four weeks from the date of sale (such four weeks to date from the last day, if the sale extends over more than one day).

In the event of non-delivery by loss from fire, the contract for such portion to be void, and the deposit, if any paid, to be returned.

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47. CONDITIONS *of* SALE *employed in the* WHOLESALE WOOL TRADE.

1. THE highest bidder to be the purchaser; and if any dispute arise between the bidders for any lot, it shall be decided by the brokers, unless one of the claimants will advance; in that case the lot shall be put up again.

2. The goods to be weighed off by the warehouse-keepers, and taken away by the buyers at their own expense within fourteen days, with all faults and defects of whatever kind (including defect or error of description). One invoice to be rendered to each buyer for the whole amount of his purchases, and delivery to be given not later than the seventh day after the day of sale, upon payment of the invoice in full, or, if the same be not then ready, of an estimated equivalent sum in cash, or Bank of England notes, without discount.

3. The goods to be free of rent, and at the risk of the vendors from fire, without reference to any payment which may have been made by the buyer to the brokers, until six o'clock p.m. of the third day from the expiration of the prompt, unless delivered from the warehouses or transferred for rehousing in the books of the warehouse-keepers.

4. The buyers to pay the brokers one shilling per lot, and to deposit £25 per cent. (if required) at any time during or after the sale.

5. And if any lot or lots remain uncleared after the expiration of the said fourteen days, the before-mentioned deposit to be absolutely forfeited, and the buyer to be further subject to all loss and charges that may accrue on the resale thereof, which it shall be at the option of the brokers to effect, either by public sale or private contract.

6. If the weighing, delivery, or receipt of any lot shall be delayed or prevented by reason of a general or partial strike of workmen, the respective periods under these conditions for weighing, delivery, and receipt of, and payment for the goods

shall be proportionately extended for such period as may be necessary, not exceeding the twenty-eighth day from the date of sale. If at the expiration of such twenty-eighth day the weighing, delivery, or receipt of the goods is, and shall have been, prevented by any such strike, the contract for sale shall, as respects undelivered goods, be annulled; and all payments (if any) made by the buyer for such undelivered goods shall be repaid to him. If, however, a delivery order shall for seventy-two hours (exclusive of Sundays or bank or public holidays) have been in the possession of the buyer or his agent, delivery as between buyer and seller shall be deemed complete. If delivery shall, from the causes specified in this condition, be delayed or prevented, the charges on the undelivered goods shall, during such extended time, be borne by the seller; and unless the buyer shall have made default in taking delivery, the undelivered goods shall be at the seller's risk as regards fire until 4 o'clock in the afternoon of the thirty-first day computed from the day of sale.

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48. CONDITIONS *of* SALE *usually employed in the* WHOLESALE WINE TRADE.

1. THE highest bidder to be the purchaser; and should any dispute arise, the lot or lots to be put again and resold.

2. The purchaser to pay an immediate deposit of 25 per cent. if demanded.

3. The goods must be paid for on or before ——, the —— day of ——, 19—, when a discount of $2\frac{1}{2}$ per cent. on wines, and two months' discount at 5 per cent. per annum on spirit in bond, will be allowed; but if not paid for by that date, the whole of this discount will be forfeited, and every purchaser must pay for and take at one time the whole amount purchased (*g*).

4. The wines and spirit in wood will be sold in bond at landing gauges and strengths. All charges paid to date of sale by sellers.

5. The wines in bottle will be sold at a price in bond, or duty paid, as the case may be, and if duty paid, then in the cellars

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(*g*) The "prompt" is the second Saturday after date of sale. Sparkling wines and duty-paid spirits are usually sold for net cash.

where they are lying, and must be cleared within a fortnight from the day of sale.

6. The wines in bond will be sold packages included, those duty paid in bottle will be packed (if necessary) at buyer's risk at a charge of 1*s*. 6*d*. per dozen for new three dozen tie-down cases and packing. By special arrangement, however, the buyer shall be at liberty to send his own packages to be filled at a charge of 6*d*. per dozen for packing and straw.

7. The buyer of the first lot of any parcel to have the option of taking the whole at the same figure, if he so declare his intention at the fall of the hammer.

8. No lot will be delivered without payment of cash.

9. The whole of the goods having been on show for inspection and tasting, no allowance will be made, nor will any buyer be permitted to reject any lot on the pretence that it is not correctly described in the catalogue, and the said goods are to be taken with all faults and will be at buyer's risk from time of sale. No error in the descriptive particulars shall avoid the sale, but an equitable allowance shall be made to either party as the case may warrant.

10. Brokers to declare their principals at the conclusion of sale or to be held responsible.

11. No person residing abroad can be accepted as a principal from a purchasing broker, unless by previous arrangement with the auctioneer.

12. Lot money 1*s*. per lot. Landing charges on brandy.

13. Upon failure of complying with the above conditions, the deposit-money shall be forfeited, and the lot or lots resold by private or public sale at the option of the vendors, and all loss that may accrue thereby shall be made good by the defaulter at the present sale, but the defaulter shall not be entitled to participate in any profit that may be realised in such sale.

14. Should any dispute arise with regard to unsatisfactory deliveries, the matter to be left to the arbitration of the auctioneers. But the auctioneers are not to be held personally responsible for arbitrating or refusing to arbitrate in connection with such arbitration.

15. Port hogsheads containing 57 gallons and quarter-casks 28 gallons will be invoiced as full casks, without any allowance for short gauge.

16. The auctioneers reserve to themselves the right of bidding for any lot.

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49. APPOINTMENT *of a* PERSON *to bid for the* VENDOR.

I, C. D., owner of the —— estate, intended to be put up to sale by auction by ——, at ——, on ——, appoint E. F. to bid at such sale for my use and behoof, up to the reserved price of £——.

Dated this —— day of ——, 19—.

C. D.

I, the above-named E. F., consent to bid at the above-mentioned sale for the use and behoof of the above-named C. D., according to the above appointment.

Dated this —— day of ——, 19—.

E. F.

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50. MEMORANDUM OF AGREEMENT *on a* SALE *by* AUCTION.

I, ——, of ——, hereby acknowledge that I have this day purchased [lot —— of] the property described in the above [*or*, within] particulars, subject to the above [*or*, within] conditions at the price of £——, and have paid to —— the sum of £—— by way of deposit and in part payment of the purchase-money; AND I HEREBY AGREE with C. D., the vendor, to complete the purchase in accordance with the said conditions.

As WITNESS my hand this —— day of ——, 19—.

(*Purchaser's signature.*)

	£	*s.*	*d.*
Purchase-money			
Deposit paid			
Balance due ..... £			

As agents for the said C. D. we ratify the sale; and as stakeholders we acknowledge the receipt of the deposit.

(*Auctioneers' signature.*)

51. MEMORANDUM OF AGREEMENT *on a* LETTING *by* AUCTION.

MEMORANDUM that ——, of ——, &c., is declared the highest bidder for, and renter of, the premises described in the above [*or*, within] particulars at the annual rent of £——, at which rent ——, of ——, the landlord of the said premises, agrees to let the same to the said —— according to the above [*or*, within] conditions; and the said —— agrees to take the said premises at the said rent according to the said conditions, which, on his part, he agrees to perform.

Dated this —— day of ——, 19—.

(*Signatures.*)

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52. MEMORANDUM OF AGREEMENT *on a* SALE *of* SHARES, *&c.*

MEMORANDUM.—We, the undersigned, hereby acknowledge that at the sale by auction made this day of the property comprised in the above particulars, we became the purchasers of the lots in the schedule hereunder written against which we have signed our names at the prices therein stated, and have paid the deposits therein mentioned; AND WE HEREBY AGREE to complete the said purchase agreeably to the annexed conditions.

SCHEDULE.

Lots.	Purchase-money.	Deposit paid.	Purchaser's Signature.	Purchaser's Address.

On behalf of C. D., the vendor, we hereby confirm the above sale, and as stakeholders acknowledge the receipt of the said deposit.

(*Date.*)

(*Auctioneers' signature.*)

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53. MEMORANDUM OF AGREEMENT *on a* SALE *by* PRIVATE CONTRACT, *subject to* CONDITIONS *prepared for an* AUCTION SALE.

BE IT REMEMBERED that A. B., of ——, &c., HEREBY AGREES to sell, and C. D., of ——, &c., to purchase, the property comprised in [lot —— of] the above [*or*, within] written particulars at the price of £——, subject to the above [*or*, within] written conditions, so far as the same are applicable to a sale by private contract [and to the said lot]; and that the said C. D. (*purchaser*) has paid into the hands of the said A. B. (*vendor*) the sum of £—— by way of deposit and in part payment of the purchase-money.

Dated this —— day of ——, 19—.

(*Signatures.*)

AUTHOR AND PUBLISHER.

1. AGREEMENT *between an* AUTHOR *and* PUBLISHER *for the* SALE *of a* BOOK *on* COMMISSION.

Parties. AN AGREEMENT made the —— day of ——, 19—, BETWEEN (*author*), of, &c., of the one part, and (*publisher*), of, &c., of the

Recital. other part: WHEREAS the said (*author*) has in preparation a book to be called "——," and has arranged with the said (*publisher*) that he the said (*publisher*) shall have the sole right of publishing and selling the first edition of the said book: NOW THESE

Testatum. PRESENTS WITNESS that it is hereby agreed and declared between and by the parties hereto as follows, that is to say:—

Agreement that publisher shall have sole right of selling edition. 1. The said (*publisher*) shall have the full, sole, and exclusive right of printing, publishing, and selling the first edition of the said book, such edition to consist of —— copies, at a commission after the rate of £—— per cent. on the amount which shall from time to time be received by him by the sale of copies of the said book.

As to supply of copy.

2. The said (*author*) will, on or before the —— day of —— next, furnish to the said (*publisher*) an instalment or portion of the manuscript of the said book, and will continue to furnish him with further instalments thereof until the whole book shall be completed; and will superintend the printing and correct the proofs in the usual manner.

Publisher to bear costs of publication.

3. The said (*publisher*) will print and publish the said edition at his own cost, indemnifying the said (*author*) from all costs and expenses of and incident to the publication or sale thereof.

Publisher to keep and deliver yearly accounts of sales.

4. The said (*publisher*) will keep and deliver to the said (*author*), on the —— day of —— in every year until the said edition shall have been disposed of, a true and full account of all sales of copies of the said edition which shall have been effected during the preceding year, the first of such accounts to be delivered at the expiration of twelve calendar months from the date of the publication of the said edition.

Application of proceeds of sales.

5. The proceeds of all sales of copies which shall from time to time be effected by the said (*publisher*) shall be applied by him in the first place in or towards the payment or reimbursement to the said (*publisher*) of all costs and expenses of providing paper, for printing, binding, advertising, warehousing, and insurance of the said book, and all other costs of and incident to the publication and sale thereof; and in the next place, in or towards payment to the said (*publisher*) of a commission after the rate of £—— per cent., and also of the usual trade allowance of —— per copy, in respect of all sales which shall from time to time be effected by him, as shown by the said yearly accounts respectively; and the surplus (if any) of the said proceeds shall, from time to time, within one calendar month after the delivery of every such account, be paid by the said (*publisher*) to the said (*author*) for his own benefit absolutely.

As WITNESS, &c.

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2. AGREEMENT *between an* AUTHOR *and a* PUBLISHER *for the* WRITING *and* PUBLISHING *of a* BOOK; *the* COPYRIGHT *to belong to the* PUBLISHER, *and the* AUTHOR *to have the* RIGHT *of* EDITING FUTURE EDITIONS. *Special Provision for* DEATH *of* AUTHOR *during the printing of any Edition, and for* INCREASE *of the* NUMBER *of any Edition.*

Parties.

AN AGREEMENT made the —— day of ——, 19—, BETWEEN (*author*), of, &c., and (*publisher*), of, &c., bookseller and publisher, WHEREBY IT IS AGREED AND DECLARED between and by the parties hereto as follows:—

Agreement by author to write book.

1. The said (*author*) agrees to write, prepare, and superintend through the press a complete and original treatise on ——, according to the present state of knowledge respecting the same, and with all usual and necessary tables and indexes (*a*).

Publisher to print and pay for the copyright £——.

2. The said (*publisher*) agrees to procure such work to be printed (*b*) at his own expense, and to pay to the said (*author*), his executors, administrators, or assigns, for the immediate purchase of the absolute copyright thereof, the sum of £——; £—— thereof to be paid in cash on the day of the publication of the said work, and the remaining £—— to be paid by the bill or promissory note of the said (*publisher*), to be given to the said (*author*), his executors, administrators, or assigns, on such day of publication, and to be payable at the end of six months therefrom; and the further or additional sum of £—— to be paid to the said (*author*), if the sale of such work shall amount to six hundred copies within the period of four years from such day of publication.

Further sum on sale of 600 copies within four years.

Option to author to edit future editions.

3. In case the first or any future edition of the said work shall be out of print for the space of one year, or a new or further edition of the said work shall at any time be required, the said (*author*) shall be at liberty to prepare for and superintend through

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(*a*) If there are to be engravings, and it is the agreement, add,

To prepare drawings for engravings.

"And, for the considerations hereinafter mentioned, to prepare or procure in a proper state for the use of the engraver all such drawings as shall be necessary for the illustration of the said work."

(*b*) If there are to be engravings, say,

"and engraved."

the press such new edition, consisting of the same number of copies as the first edition of the said work, on the terms above mentioned (except that the aforesaid additional sum of £—— shall only be payable for the second or any subsequent edition of the said work, in case the whole of the next preceding edition shall have been sold within the space of six years from the day of the publication thereof), adapting such new edition to the then state of knowledge respecting the subject of the said work: PROVIDED that in case the said (*author*) shall not so prepare a new edition of the said work, and send the same to press within —— calendar months after being requested thereto by the said (*publisher*), his executors, administrators, or assigns, and shall not complete and carry such new edition through the press within the further space of —— calendar months; or in case of the death of the said (*author*), then the said (*publisher*), his executors, administrators, and assigns, shall be entitled to publish an edition, and all future editions, of the said work, in such manner, and under such editorship, as he or they shall think fit, and shall then pay to the said (*author*), his executors, administrators, or assigns, for each such edition which shall not be so edited by the said (*author*) the sum of £—— only (*c*).

Proviso as to additional remuneration on quick sale.

If author neglect to prepare edition, publisher may procure any other person to do it.

Consideration for editions not prepared by author.

4. In case the said (*author*) shall die during the progress through the press of the second or any future edition of the said work to be prepared by him as aforesaid, the said (*publisher*), his executors, administrators, or assigns, shall pay to the executors or administrators of the said (*author*), within six months from the time of such decease, a part of the remuneration aforesaid, bearing the same proportion thereto as the number of sheets of such new edition that shall have been returned for press by the said (*author*) shall bear to the total number of sheets of the next preceding edition (*d*).

Proviso for death of author while any edition is in the press.

(*c*) When the work is not of a very permanent character, it may properly be stipulated that the publisher shall make no payment to the author unless he performs the task of editing the work. In such case omit the words from "and shall then pay," to the end of this clause, and say, "Without paying any sum of money or compensation to the said (*author*), his executors, administrators, or assigns, in respect thereof."

(*d*) No provision is made for the event of the author dying before the completion of the first edition of his work, because, in most cases, an

Proviso for death of

Proviso as to bulk of work.

5. In case the first edition of the said work shall not extend to eight hundred pages of the size of and printed uniformly with the

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author before the completion of the first edition.

unfinished work would be of little value. Under particular circumstances, however, it will be proper to make some provision to meet that event. Some such clause as the following will then be added:—

"And in case the said (*author*) shall die after ten sheets at the least of the first edition of the said work shall have been returned for press, and before the whole of the said work shall have been printed, then the said (*publisher*), his executors, administrators, or assigns, shall pay to the executors or administrators of the said (*author*) such sum of money as two arbitrators, one to be appointed by each of the said parties, or their umpire, shall determine to be a fair compensation or sum to be paid for so much of the said work as shall be so printed, and for the copy or manuscript thereof which the said (*author*) shall leave behind him, and upon such payment the absolute copyright of such unfinished work shall belong and shall be assigned to the said (*publisher*), his executors, administrators, and assigns, free from all liability to make any payment for any future edition or editions of the same: PROVIDED ALWAYS, that in case the said (*author*) shall die without finishing the said work as aforesaid, and the said (*publisher*), his executors, administrators, or assigns, shall, by writing under his or their hand or hands, signify to the executors or administrators of the said (*author*), within two calendar months after the decease of the said (*author*), his or their intention to relinquish all claim to the said work, and shall by such writing demand to be repaid the expenses which he or they shall have incurred in and about the printing, preparing, warehousing, insuring, and advertising the same, then upon payment by the executors or administrators of the said (*author*) to the said (*publisher*), his executors, administrators, or assigns, of the amount of such expenses with interest after the rate of —— per cent. per annum, and commission after the rate of —— per cent., within three calendar months after such notice and demand as aforesaid, the copyright in such work, and the printed copies of the sheets thereof, and all benefit arising from such expenses or expenditure, shall belong to the executors or administrators of the said (*author*); but if after such notice and demand as aforesaid the executors or administrators of the said (*author*) shall, for the space of three calendar months, neglect

Proviso that publisher may relinquish unfinished work.

pages of the —— edition of ——, bearing date 19—, the remuneration hereby agreed to be paid to the said (*author*), his executors, administrators, or assigns, for such first and for each subsequent edition shall be reduced in proportion to the deficiency of the number of pages of such first edition, whether any subsequent edition shall extend to or exceed such number of pages or not.

Proviso as to number of copies to be printed of each edition.

6. If the said (*publisher*), his executors, administrators, or assigns, shall print more than two thousand copies of any one edition of the said work in respect of which the said (*author*), his executors, administrators, or assigns, shall be entitled to any payment, then every sum of money or remuneration to which the said (*author*), his executors, administrators, or assigns, shall be entitled under this agreement in respect of such edition shall be increased in proportion to the increase over and above two thousand in the number of copies which shall be so printed of such edition; BUT if less than two thousand copies of any edition shall be printed, such sum or sums of money or remuneration shall not be diminished unless the said (*author*), his executors, administrators, or assigns, shall agree thereto.

Proviso in case the author shall delay work while in the press (*e*).

7. In case after the commencement of the printing of the first edition of the said work the same shall, by reason of any default or neglect on the part of the said (*author*), remain in the press during his life for a longer period than one year, then the said (*publisher*), his executors, administrators, or assigns, shall be at

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to make such payment, then the said (*publisher*), his executors, administrators, or assigns, shall be entitled to the absolute copyright of the said work, and to the printed copies and benefit aforesaid, and also to all the manuscript or copy thereof which the said (*author*) shall have left behind him, without making any payment whatever to the executors or administrators of the said (*author*) for or in respect of the same."

(*e*) Or, if such be the intention of the parties, a clause to the following effect may be here inserted instead of clause 7:—

Author may delay going to press.

7A. "PROVIDED ALWAYS, AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED by the said parties hereto, that the said (*author*) shall not be bound or obliged to commence the printing of the said work, or to furnish manuscript or copy thereof to the printer, or to the said (*publisher*), or to any other person, unless or until he the said (*author*) shall think fit so to do; and he the said

liberty to put an end to this agreement by notice under his or their hand or hands to the said (*author*), or in case of his death, his executors or administrators, within two calendar months after his decease, unless the whole of the said work shall have been previously to such notice returned for press by the said (*author*); AND within three calendar months from the time of the delivering of such notice all the expenses incurred by the said (*publisher*), his executors, administrators, or assigns, in and about the printing, preparing, warehousing, insuring, and advertising of any part of the said work, together with interest after the rate of —— per centum per annum, and commission after the rate of —— per centum, shall be paid by the said (*author*), his executors, administrators, or assigns, to the said (*publisher*), his executors, administrators, or assigns, and on such payment the printed and unprinted paper, and all benefits to be derived from such expenditure by the said (*publisher*), his executors or administrators, shall belong to the said (*author*), his executors, administrators, and assigns.

Six copies to be delivered to author.

8. AND IT IS HEREBY LASTLY AGREED that the said (*publisher*), his executors, administrators, or assigns, shall deliver to the said (*author*), his executors, administrators, or assigns, six perfect copies, in boards, of each edition of the said work which shall be wholly or as to the greater part thereof edited and superintended through the press by the said (*author*) as aforesaid.

AS WITNESS, &c.

Author not to engage in any similar publication.

(*author*), in consideration of such license, hereby agrees not to engage directly or indirectly, either alone or together with any other person or persons, to prepare or edit any work on the same subject or plan as the work aforesaid, to be published by or on behalf of himself the said (*author*), or by or on behalf of any other person or persons whomsoever, other than the said (*publisher*), his executors, administrators, or assigns."

3. AGREEMENT *for the* WRITING *and* PUBLICATION *of a* BOOK *on the terms of* SHARING *the* PROFITS. *Proviso for* SELLING *the* COPIES *on hand at a* REDUCED PRICE, *if the work shall not pay its expenses within a certain time.*

AN AGREEMENT made the —— day of ——, BETWEEN (*author*), of, &c., of the one part, and (*publisher*), of, &c., of the other part, WHEREBY IT IS AGREED AND DECLARED between and by the parties hereto as follows:— Parties.

1. The said (*author*) agrees to prepare and superintend through the press a work to be entitled "——," and the said (*publisher*) agrees to procure such work to be printed and published at his own expense, including all the charges for the paper, printing, insurance, warehousing, and advertising of the same work. Agreement for writing and publishing.

2. The said (*publisher*) shall account at the trade price for all the copies of the said work that shall be sold; and after deducting the expenses aforesaid, with commission thereupon at the rate of £10 per centum (which commission is to be in lieu of all interest thereon), the proceeds of such sale (to be accounted for as aforesaid) shall be divided into two equal moieties, one moiety to be paid to the said (*author*), his executors, administrators, or assigns, and one moiety to be retained by the said (*publisher*), his executors, administrators, or assigns. Profits to be shared.

3. The said (*publisher*), his executors, administrators, or assigns, shall render to the said (*author*), his executors, administrators, or assigns, an annual account of the sale of the said work, and shall permit the said (*author*), his executors, administrators, or assigns, to inspect the stock thereof on hand, at any reasonable time after the delivery of such account. Publisher to account and permit inspection of stock.

4. The said (*publisher*), his executors, administrators, or assigns, shall have the option of printing and publishing any future edition or editions of the said work upon the terms and conditions aforesaid, provided that he or they shall notify such option by writing to the said (*author*), his executors, administrators, or assigns, within eight calendar months after the last copy of the then last edition shall have been sold. BUT in case the said (*author*) shall have departed this life or shall not send such new edition to press within three calendar months after he shall receive such notice as aforesaid, or shall not return the last Proviso as to future editions.

sheet thereof for press within the further period of six months, then the said (*publisher*), his executors, administrators, or assigns, shall be at liberty to procure any other person or persons to prepare or complete such new edition, and shall be allowed, in the account aforesaid, such reasonable sum as he shall pay him or them for doing the same. And in case the said (*publisher*) shall not so declare such option as aforesaid, then, after the expiration of the time aforesaid, the copyright of the said work shall become the absolute, unqualified property of the said (*author*), his executors, administrators, or assigns.

If expenses are not realised within five years, publisher may sell at a reduced price.

5. In case the proceeds arising from the sale of any edition of the said work during the first five years from the day of the publication thereof shall not be sufficient to pay all the expenses aforesaid, then the said (*publisher*), his executors, administrators, or assigns, shall be at liberty (but shall not be compellable) to sell the remaining copies of such edition at such price or prices as he or they shall from time to time think fit, and shall account for them at such price or prices only as they shall actually be sold for.

As witness, &c.

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4. AGREEMENT *for the compiling of a* Dictionary, *the* Consideration *to be paid in* Advance *by* Instalments. Author *and a* Surety *agree to repay* Advances *if the Work is not completed according to the Agreement. Proviso for future Editions.*

Parties.

ARTICLES OF AGREEMENT made the —— day of ——, Between (*author*), of, &c., of the first part, (*surety*), of, &c., of the second part, and (*publisher*), of, &c., of the third part: Whereby it is agreed and declared between and by the parties hereto as follows:—

Agreement to compile dictionary.

1. The said (*author*) agrees to prepare and superintend through the press a complete and perfect alphabetical dictionary of (*describe accurately the subject of the work*).

Copyright to belong to publisher.

2. The copyright of the said work shall belong to the said (*publisher*), his executors, administrators, and assigns, who shall print the same with all reasonable despatch, and shall publish the same at his or their own expense, and shall pay to the said (*author*) the sum of £——, by eight equal and consecutive quarterly pay-

ments of £—— each, on the usual quarterly days, the first payment being made on the —— day of —— next; and shall, on the day of the publication of the said work, pay to the said (*author*) the further sum of £——, by a bill or bills, payable within three months from such day of publication.

Consideration to be by instalments.

3. The first edition of the said work shall not exceed —— copies; and in case the said (*author*) shall, upon the written request of the said (*publisher*), his executors, administrators, or assigns, agree to prepare any future edition of the said work, and shall prepare and superintend the same through the press, and shall return the last sheet thereof for press within fifteen calendar months from the date of such request, the said (*publisher*), his executors, administrators, or assigns, shall, on the day of the publication thereof, pay to the said (*author*), his executors, administrators, or assigns, the sum of £——, by two bills of £—— each, payable respectively within four months and nine months from such day of publication.

Number of copies.

Proviso as to future editions.

4. If the said (*author*) shall refuse or be unable to prepare any such future edition, or shall fail to return the last sheet thereof for press within the time aforesaid, then, and not otherwise, the said (*publisher*), his executors, administrators, or assigns, shall be at liberty to procure any other person to edit such edition and all future editions, and shall only be liable to pay to the said (*author*), his executors, administrators, or assigns, the value of so much of such future edition as the said (*author*) shall have actually prepared, and shall deliver to the said (*publisher*), his executors, administrators, or assigns, such value to be determined by arbitration in the manner provided by the next following clause.

Proviso in case author do not complete any edition within a stipulated time.

5. In case the said (*author*), by reason of his prior decease, or any act or default of him the said (*author*), shall not complete the said work, and return the last sheet thereof for press on or before the first day of ——, 19—, the agreement hereinbefore contained shall be void, and the said (*author*), his executors, administrators, or assigns, upon delivering all the manuscript of the said work which shall be then prepared unto the said (*publisher*), his executors, administrators, or assigns, shall be entitled to retain or receive from the said (*publisher*), his executors, administrators, or assigns, such sum only as two arbitrators, one to be nominated by each party, or their umpire, shall award as the fair value of such manuscript to a publisher; Upon retention or payment of which sum

Proviso in case author shall not complete first edition.

Compensation for manuscript completed.

the copyright of such manuscript shall belong to the said (*publisher*), his executors, administrators, or assigns.

Agreement to repay consideration in certain cases.

6. And the said (*author*), and the said (*surety*), as his surety, respectively, jointly and severally agree with the said (*publisher*) that in case the said (*author*) shall not complete the said work, and return the last sheet thereof for press on or before the first day of ——, 19—, they the said (*author and surety*), or one of them, or the heirs, executors, or administrators of them, or one of them, will upon the first day of ——, 19—, or within three calendar months from the decease of the said (*author*), whichever shall first happen, repay unto the said (*publisher*), his executors, administrators, or assigns, all such sums of money (not exceeding £—— in the whole) as the said (*publisher*) shall have paid unto the said (*author*) under this agreement, and (unless such non-completion shall be caused by such decease) with interest at the rate of —— per cent. per annum, deducting therefrom such sum as the said (*author*), his executors, administrators, or assigns, shall be so found entitled to as aforesaid for the value of the manuscript which shall be delivered unto the said (*publisher*), his executors, administrators, or assigns.

As witness, &c.

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5. AGREEMENT *between an* Author *and* Publisher *for the publishing of a* New *and* Enlarged Edition *of an existing* Book.

Parties.

Agreement.

AN AGREEMENT made the —— day of ——, 19—, Between (*editor*), of, &c., of the one part, and (*publisher*), of, &c., of the other part; Whereby each of the parties hereto, so far as the stipulations and conditions herein contained are to be performed or observed on his part, agrees with the other of them as follows, that is to say:—

Editor to correct and enlarge work.

1. The said (*editor*), for the considerations hereinafter mentioned, shall peruse, correct, alter, and enlarge by the addition of fresh manuscript matter, and edit the work called and known as "——," for the purpose of preparing and bringing out a new, being the second, edition of the same, and prepare and append thereto a full and complete index.

Edition to be

2. The said new edition shall be printed on pages of the same

size as the last edition of the said work, and in similar type, so as to contain a similar amount of matter on each page. similar in type to the last.

3. The fresh manuscript matter to be added by the said (*editor*) shall be of an amount sufficient to enlarge the work by not less than —— such pages as aforesaid. As to addition of fresh MS. matter.

4. The said (*editor*) shall commence to furnish matter for the said new edition to the said (*publisher*), or to such printer as he shall direct, on the —— day of —— next, and shall thereafter continuously furnish such matter with all convenient speed, and so that the furnishing thereof (except as regards the index) shall be completed before the —— day of ——, 19—. Supply of copy.

5. The said (*editor*) shall superintend the printing, and correct the proofs in the usual manner, as fast as they shall be furnished to him, and shall complete the index as soon as may be after the whole signatures of the text shall have been delivered to him for that purpose. Editor to superintend printing, &c.

6. The said (*publisher*) shall, at his own cost, print the said new edition as the matter shall be furnished, and publish the same when completed; and shall furnish to the said (*editor*) a copy thereof by signatures, as the same shall be worked off, for the purpose of preparing the said index. Publisher to bear costs of publishing.

7. The said (*publisher*) shall pay to the said (*editor*), for preparing and editing the said new and enlarged edition, the sum of £——, by the instalments and in manner following, that is to say: the sum of £——, part thereof, in cash so soon as the said edition shall be printed and ready for publication; the sum of £——, other part thereof, by an approved bill, payable four months after date; and the sum of £——, the residue thereof, by an approved bill, payable eight months after date; both such bills to be dated on the date when the said edition shall be ready for publication, and to bear interest at the rate of £—— per cent. from that date: And the said (*publisher*) shall also deliver to the said (*editor*) —— copies of the said edition as soon as conveniently may be after publication thereof. As to editor's remuneration.

As WITNESS, &c.

6. AGREEMENT *for the* EDITING *of an existing* LAW BOOK *in* THREE VOLUMES *by* THREE SEVERAL EDITORS, *one of them taking each volume; with provision for future Editions.*

Parties.

AN AGREEMENT made the —— day of ——, BETWEEN (*editors*), of, &c., and (*publisher*), of, &c.: WHEREBY IT IS AGREED AND DECLARED between and by the parties hereto as follows:—

Agreement as to first volume.

The said (*first editor*) agrees to prepare for and superintend through the press a new edition of the first volume of ——, stating (by means of notes) the law as to the subjects therein treated of as it shall exist at the period at which such edition shall go to press, and furnishing proper table of contents, and an index thereto; And the said (*publisher*) agrees to procure such edition to be printed at his own cost, and to pay to the said (*first editor*) for the purchase of the absolute copyright thereof, and of the matter which the editor shall contribute thereto, the sum of £—— in manner following (that is to say): £—— to be paid in cash on the day on which the whole three volumes of the said work —— shall be ready for publication, and the remaining £—— by a bill or promissory note, payable at the expiration of three months from such day: AND IT IS FURTHER AGREED that in case the said (*publisher*), his executors, administrators, or assigns, shall desire to republish the matter furnished by the said (*first editor*) to any previous edition of the said volume, or any part of it, the said (*first editor*) shall be at liberty to prepare and superintend through the press the edition or work intended to contain such matter upon the terms above mentioned, bringing the law in such work down to the period at which the same shall go to press: PROVIDED that in case the said (*first editor*) shall not so prepare such work or edition, and send the same to press within six calendar months after being thereto requested by the said (*publisher*), his executors, administrators, or assigns; or shall not complete and carry such work or edition through the press within the further space of four calendar months (unless delayed by the said (*publisher*), his executors, administrators, or assigns), then the said (*publisher*), his executors, administrators, or assigns, shall be at liberty to publish such matter in such manner and under such editorship and superintendence as the said (*publisher*), his executors, administrators, or assigns, shall think fit, without paying any sum of

Consideration.

Proviso as to future editions.

money or remuneration to the said (*first editor*), his executors, administrators, or assigns, in respect thereof: And in case the said (*publisher*), his executors, administrators, or assigns, shall print more than two thousand copies of any edition or work in respect of which the said (*first editor*) shall be entitled to remuneration under this agreement, the said (*first editor*) shall receive a further sum proportionate to the excess of such number of copies above two thousand: And in case the said (*first editor*) shall die during the progress through the press of any edition of the said volume prepared by him as aforesaid, the said (*publisher*), his executors, administrators, or assigns, shall pay to the executors or administrators of the said (*first editor*), within six calendar months from the day of his decease, a part of the remuneration aforesaid, bearing the same proportion thereto as the number of sheets of such edition returned for press by the said (*first editor*) shall bear to the number of sheets in the next preceding edition prepared by him; And in case the said (*first editor*) shall depart this life during the progress of the first edition of the said work to be commenced by him, then his executors or administrators shall be entitled to receive as aforesaid such sum as two arbitrators, one to be appointed on either side, or their umpire, shall award and determine: And for every edition, volume, or work completed by the said (*editor*), the said (*publisher*), his executors, administrators, or assigns, shall deliver to the said (*editor*), his executors, administrators, or assigns, on the day of publication and free of charge, four complete copies of the work of which such volume shall form a part: And the said (*other editors*) respectively and the said (*publisher*) mutually agree concerning the editing of the second and third volumes respectively of the said work by the said (*second editor*) and (*third editor*) respectively, and the publishing thereof, upon the terms herein agreed upon concerning the editing of the first volume of the said work by the said (*first editor*), and the publishing thereof.

If more than a fixed number of copies be printed, editor's remuneration to be increased in proportion.

Proviso for death of editor while any edition is in the press.

Delivery of copies.

Similar.

Mutual agreements by and with the other editors.

As witness, &c.

7. LICENCE *to* PRINT, PUBLISH, *and* SELL ONE EDITION *of a* BOOK.

Parties.

AN AGREEMENT made the —— day of ——, 19—, BETWEEN (*author*), of, &c., of the one part, and (*publisher*), of, &c., of the other part: WHEREAS the said (*author*) has written and prepared a certain book called "——": NOW THESE PRESENTS WITNESS that it is hereby agreed and declared between and by the parties hereto as follows, that is to say:—

Testatum.

Licence to print, &c., one edition.

1. For the consideration hereinafter mentioned, the said (*author*) hereby grants unto the said (*publisher*) full, sole, and exclusive licence and authority to print, publish, and sell one edition of —— copies of the said book, the said (*author*) reserving to himself the general copyright in the said book.

Supply of copy, &c.

2. The said (*author*) will, within —— weeks from the date of these presents, furnish to such printer as the said (*publisher*) shall direct, a fair copy of the book, and will superintend the printing, and correct the proofs in the usual manner.

Author not to print, &c., copies for six years.

3. The said (*author*) will not himself print, publish, or sell, or authorise or permit any other person to print, publish, or sell, any other copies of the said book for the period of —— years from the date of these presents, or until the whole of the said edition of —— copies shall have been sooner disposed of by the said (*publisher*).

Publisher to pay royalty on copies sold.

4. The said (*publisher*), in consideration of the aforesaid licence and agreements on the part of the said (*author*), will pay to the said (*author*) the sum of —— for each and every copy sold of the said edition, such sum to be payable by half-yearly payments, each payment being made within one calendar month after delivery to the said (*author*) of every such account as is hereinafter mentioned, and being calculated on the basis of such account, the first of such half-yearly payments to be made within one calendar month after the delivery of the first of such accounts.

As to delivery of half-yearly accounts.

5. The said (*publisher*) will keep and deliver to the said (*author*) half-yearly a true and full account of all sales of copies of the said edition which shall have been effected from time to time during the preceding half-year until the whole of the said edition shall have been disposed of, the first of such half-yearly accounts to be rendered at the expiration of six calendar months from the date of the publication of the said edition.

6. The said (*publisher*) will, as soon as conveniently may be after the first publication of the said edition, give to the said (*author*) —— copies thereof, well bound in ——, and free of charge. Delivery of copies of work to author.

7. The said (*publisher*) will not, without the consent in writing of the said (*author*), his executors, administrators, or assigns, print, publish, or sell more than —— copies of the said book, nor assign or part with the benefit of this licence and agreement. Limitation of number of copies of edition.

8. Nothing herein contained shall be taken to extend this licence beyond one edition of the number of copies hereinbefore mentioned. Limitation of licence to one edition.

As witness, &c.

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8. ASSIGNMENT *of the* Copyright *of a* Book.

THIS INDENTURE, made the —— day of ——, 19—, Between (*vendor*), of, &c., of the one part, and (*purchaser*), of, &c., of the other part: Whereas the said (*vendor*) is the [author and] proprietor of the absolute copyright of a book or work, intituled, &c.; and has agreed with the said (*purchaser*) for the absolute sale to him of the said copyright, free from incumbrances, at the price of £——. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of the sum of £—— by the said (*purchaser*) to the said (*vendor*) now paid, the receipt whereof is hereby acknowledged, the said (*vendor*) hereby assigns and, as beneficial owner, conveys unto the said (*purchaser*), his executors, administrators, and assigns, All that the absolute copyright of and sole privilege of printing all that the said book or work intituled, &c.; and all future impressions of the said work. To have, hold, exercise, and enjoy the said copyright and premises unto the said (*purchaser*), his executors, administrators, and assigns, henceforth during the residue of the term of the said copyright now unexpired, for his and their own use and benefit, but subject always to such right as may now be subsisting in the publisher or proprietor of the last edition of the said book or work to prevent the publication of any future edition of the same until such last edition shall be out of print.

Parties. Recital of title and contract. *Testatum.* Vendor assigns copyright. *Habendum.*

In witness, &c.

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9. ASSIGNMENT *of the* COPYRIGHT *of a published* BOOK *and* MANUSCRIPT CONTINUATIONS *and* ADDITIONS, *and of a* BOOK *in* MS., *by the* ADMINISTRATOR *of the deceased* AUTHOR.

THIS INDENTURE, made the —— day of ——, BETWEEN (*vendor*), of, &c., of the one part, and (*purchaser*), of the other part. WHEREAS (*author*), late of, &c., and now deceased, was the author of a book or work intituled, &c., which was published in or about the year 19—. AND WHEREAS the said (*author*) at various times made divers additions to, and continuations, alterations, and corrections of, the said work. AND WHEREAS the said (*author*) was also the author of a certain work, or part of a work, still in manuscript, being, &c. AND WHEREAS the said (*author*) died in the year ——, intestate. AND WHEREAS in the month of —— letters of administration of the estate and effects of the said (*author*) were duly granted to the said (*vendor*) by the Principal Registry of His Majesty's High Court of Justice, Probate Division. AND WHEREAS the said (*vendor*) has agreed with the said (*purchaser*) for the sale to him of the hereinbefore-mentioned works and manuscripts, with the said several additions, continuations, alterations, and corrections thereto and thereof, and the absolute copyright thereof, free from incumbrances, for the price of £——. NOW THIS INDENTURE WITNESSETH that in consideration of the sum of £—— by the said (*purchaser*) to the said (*vendor*), already paid, the said (*vendor*) hereby assigns, transfers, and as such personal representative of the said (*author*), deceased, as aforesaid, conveys unto the said (*purchaser*), his executors, administrators, and assigns, ALL THAT the aforesaid book or work of the said (*author*), deceased, intituled, &c., and all the additions, continuations, alterations, and corrections, whether in manuscript or printed, unpublished or already published, thereto and thereof at any time or times made by the said (*author*), deceased; And also all that the unpublished manuscript or work, or part of a work, of the said (*author*), deceased, being, &c.; And all and every the papers whereon the last-mentioned work, or the aforesaid additions, continuations, and corrections, or any of them, respectively (being in manuscript), are, or is written, with their several and respective appurtenances. TO HOLD, EXERCISE, AND ENJOY the said several copyrights and premises, unto and by him

Recitals of authorship, publication, and additions in manuscript, &c.;

death of author, letters of administration;

contract for sale.

Testatum.

Vendor assigns

copyright and manuscript work and additions.

Habendum.

the said (*purchaser*), his executors, administrators, and assigns, absolutely for his and their sole use and benefit.

In witness, &c.

BANKING DOCUMENTS.

1. MEMORANDUM *of* Deposit *by way of* Equitable Mortgage *to a* Bank *to secure balance of current account.*

To the —— Banking Company.

MEMORANDUM.—We, the undersigned (*mortgagor*), of, &c., and (*mortgagor*), of, &c., hereby declare that the several documents mentioned in the schedule hereunder written have been deposited, and shall remain with you as a security for the payment to you of all money due or to become due, or from time to time accruing due from us to you on any account whatsoever, including charges for interest, discount, commission, and all costs, charges, and expenses which you may incur in enforcing or obtaining payment of such money, or in realising this or any further security; And we hereby agree to pay to you immediately upon demand all such money; And we hereby charge the hereditaments and premises comprised in such documents respectively, and all fixtures now or hereafter to be thereon, with the payment to you of all such money; And we hereby declare that the powers given to mortgagees by provisions applicable to mortgages under the Conveyancing and Law of Property Act, 1881, or any Act amending the same, are intended to and shall apply to the security intended to be hereby created, but with the variation that the power of sale conferred by the Act shall not be subject to the provisions contained in the 20th section thereof, but shall be exerciseable at any time hereafter immediately upon any money becoming due from us to you; And we agree to execute any further deed or document for assuring the hereditaments and premises aforesaid unto and vesting the same in you, with all such powers of entry, leasing, sale, and otherwise for securing immediate payment of

Memorandum of deposit.

Agreement to repay loan.

Charge of lands, &c.

Declaration that mortgagees may exercise statutory powers.

Agreement to execute mortgage.

all such money as your solicitor may advise, such deeds and documents respectively to be prepared by such solicitor at our expense: And we further hereby declare, that so long as any such money shall be due or accruing due to you (*trustees*), the present trustees of the will of (*testator*) mentioned in the said schedule, will stand possessed of the legal estate in the said hereditaments and premises, Upon trust for you and any purchaser or purchasers from you, and that you may at any time appoint a new trustee or trustees thereof in the place of the said (*trustees*); And we hereby appoint your general manager for the time being, receiver of the rents and profits of the said hereditaments and premises, and also attorney for us, to sign, seal, and deliver any such further deed or document as aforesaid; And we further hereby declare, that all money (including penalties) which shall be paid by you or on your behalf for stamping this and any other document of title shall for the purposes of this deed, be considered as money due from and payable by us, and be included in and covered by this security.

Appointment of receiver and power of attorney.

As witness, &c.

The Schedule above referred to.

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2. MORTGAGE *of* Freehold *Lands to the* Trustees *of a* Banking Company *to secure* Balance *of current account.*

THIS INDENTURE, made the —— day of ——, 19—, Between (*mortgagor*), of, &c., of the one part, and (*trustee*), of, &c., and (*trustee*), of, &c., the Trustees of the —— Banking Company, of the other part; Whereas the said (*mortgagor*) keeps a banking account with the said —— Banking Company, and has become indebted to the same Company in the sum of £—— on the balance of the said banking account; And whereas the said (*mortgagor*) has agreed at the request of the Board of Directors of the said Company to secure in manner hereinafter appearing the payment of all moneys which now are or may from time to time hereafter become due from the said (*mortgagor*), whether solely or together with any person or persons who may

Parties.

Recitals: of account and debt;

of agreement for securing balance of current account.

be or become a partner or partners with him in the trade or business of a [baker] carried on by him at ——, aforesaid, in current account with the said Company, whoever may be the persons for the time being constituting or composing or concerned or engaged in the said Company, and under whatever style or firm the banking business now carried on by the said Company may be carried on, but with such restriction as is hereinafter contained as to the amount of the money to be so secured, or ultimately recoverable upon such security, the same being intended as a guarantee to the amount hereinafter specified of a final balance of current account between the said (*mortgagor*), either solely or together with such person or persons as aforesaid, and the said Company: NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises the said (*mortgagor*) hereby covenants with the said (*trustees*) that he the said (*mortgagor*), his heirs, executors, or administrators, will, within —— days after a request in writing by the Board of Directors for the time being of the said Company, or by any person or persons authorised by such Board, shall have been given personally to him, them, or any of them, or left for or posted in a prepaid letter to him, them, or any of them, at his or their usual or last known place or places of abode or business at —— aforesaid (such request to be effectual notwithstanding that any person or persons to or for whom the same may be given, left, or posted may be under any disability), pay unto the said Company, or to their cashier, or other proper officer, all and every the sums or sum of money which now are or is or may from time to time hereafter become due from the said (*mortgagor*), whether solely, or together with any such person or persons as aforesaid, in current account with the said Company, whether for money paid and advanced, or upon any cheques, promissory notes, or bills of exchange, drawn, accepted, or endorsed by the said (*mortgagor*), or which shall have been paid to his credit, either solely or together with any such person or persons as aforesaid, or for interest, commission, and customary banker's charges, or otherwise howsoever, such interest to be ascertained half-yearly on the —— day of —— and the —— day of —— in every year, and if then unpaid to be added to the principal moneys hereby secured: AND will pay interest after the rate of —— per cent. per annum as from the day of such request as aforesaid until

Testatum.

Covenant for payment on demand of moneys due on current account.

To pay interest till payment.

actual payment of the sums or sum to be paid pursuant to such request: AND THIS INDENTURE ALSO WITNESSETH that in further pursuance of the said agreement and in consideration of the premises the said (*mortgagor*) hereby grants and as beneficial owner conveys unto the said (*trustees*) all that, &c. (*describe property conveyed*), to hold all the premises unto and to the use of the said (*trustees*), their heirs and assigns, subject to the proviso for redemption following, namely: PROVIDED ALWAYS that if all and every the sums of money hereinbefore by the said (*mortgagor*) covenanted to be paid shall be paid conformably to the covenant by the said (*mortgagor*) hereinbefore contained, then they the said (*trustees*), their executors, administrators, or assigns, will at any time thereafter at the request and cost of the said (*mortgagor*), his heirs, executors, administrators, or assigns, re-convey the premises to the (*mortgagor*), his heirs and assigns, or as he or they shall direct: AND the said (*mortgagor*) hereby covenants with the said (*trustees*) to keep the said [messuage or dwelling-house and all the buildings upon the premises, *or as the case may be*] insured against loss or damage by fire in the sum of £—— at the least [*or,* to the full value thereof] in the —— Insurance Office, or some other fire insurance office to be approved by the said (*trustees*), their executors, administrators or assigns, and to pay all premiums or sums from time to time payable for keeping up such insurance on [*or,* within —— days after] the first day on which every such premium or sum shall become payable, and on demand to produce to him or them the policy or policies of such insurance, and the receipt for every premium or sum payable in respect thereof, and that on the refusal or failure of the said (*mortgagor*), his heirs, executors, or administrators, to produce any such policy or receipt in pursuance of this covenant, then it shall be presumed that no insurance is being kept up by or on behalf of the mortgagor in accordance with this mortgage, and it shall be lawful for the said (*trustees*), their executors, administrators or assigns, at any time thereafter to effect under the statutory powers in that behalf an insurance of the said [messuage or dwelling-house and buildings, *or as the case may be*] to an amount not exceeding the sum of £—— [*or,* to the full value thereof]: PROVIDED ALWAYS, AND IT IS HEREBY AGREED, that none of the powers of leasing or of agreeing to lease conferred by the Conveyancing and Law of Property Act,

Second *Testatum.*

Conveyance of freeholds.

Proviso for redemption.

Covenant to insure.

Restriction on leasing powers.

1881, on mortgagors in possession, shall be exerciseable during the continuance of this security, by the said (*mortgagor*), his heirs or assigns, in respect of the premises or any part thereof, without the written consent of the said (*trustees*), their executors, administrators or assigns, previously obtained: PROVIDED ALWAYS, AND IT IS HEREBY AGREED, that the power of sale conferred on mortgagees by the Conveyancing and Law of Property Act, 1881, or any Act amending the same, shall apply to this security, subject to the provisions in relation to the exercise of such power contained in the said Act in all respects, except so far as is hereby otherwise provided: PROVIDED ALWAYS that for the purpose of the exercise of such statutory power of sale the mortgage moneys intended to be hereby secured shall be deemed to have become due immediately upon the execution of these presents: PROVIDED ALSO that the power of sale conferred by the said Act shall be exerciseable if default shall be made in payment of the mortgage moneys, or any part thereof, for one calendar month after such request for payment shall have been given or left as aforesaid: PROVIDED ALSO that such power of sale shall be exerciseable by the persons or person who shall for the time being be the trustees or trustee of the said Company: PROVIDED ALWAYS that these presents shall be a security for the balance of account due on current account between the said (*mortgagor*), either solely or together with any such person or persons as aforesaid, and the said Company, whoever may be the persons for the time being constituting or composing or concerned or engaged in the said Company, and under whatever style or firm the banking business now carried on by the said Company may be carried on: PROVIDED ALSO that the receipt of the manager or principal cashier of the said Company, or of any other person duly authorised for that purpose, shall be a sufficient discharge for any moneys paid under or by virtue of this security: PROVIDED LASTLY, AND IT IS HEREBY AGREED, that the total amount of the moneys hereby secured, or to be ultimately recoverable hereunder, shall not exceed the sum of £——, this present security being intended as a guarantee of a final balance of current account between the said (*mortgagor*), whether solely or together with such person or persons as aforesaid, and the said Company, but not exceeding in the whole the sum of £——.

Provisoes as to application of statutory power of sale.

Proviso that future members of the Company shall be entitled to benefit of security.

Receipt clause.

Proviso limiting the amount to be recovered under the security.

IN WITNESS, &c.

3. BOND *from a* PRINCIPAL *and two* SURETIES *to* BANKERS, *to secure to a Banking Firm such Balance as may become due on current account. Proviso, limiting the Amount to be recovered under the Bond.*

Obligation.

[BOND *jointly and severally, post,* p. 317.]

Recital of carrying on business:

WHEREAS the above-named (*obligees*) carry on the business of bankers in co-partnership under the firm or style of ——: AND WHEREAS the above-bounden (*principal*) now carries on the business of [——]:

that principal hath requested bankers to open an account with him:

AND WHEREAS the said (*principal*) has requested the said (*obligees*) to accept and discount notes, drafts, and bills of exchange, for him the said (*principal*); and also to advance and lend him such sum and sums of money as he may require for his convenience and accommodation, in order to enable him to carry on the said business; and also to keep a cash or running account with him the said (*principal*);

which they have agreed to do, on having running balance secured by the bond of principal and sureties;

which they the said (*obligees*) have agreed to do, upon having such balance of the said cash or running account as shall or may at any time hereafter become due and owing from the said (*principal*), or any person or persons with whom he may hereafter enter into partnership, to them the said (*obligees*), or the persons or person for the time being carrying on the said business of bankers, now carried on under the firm of —— as aforesaid, for or by reason or means of any drafts, notes, or bills of exchange, to be drawn or discounted upon, with, or by them the said (*obligees*), or such other persons or person as aforesaid; or for or by reason or means of any moneys to be advanced on the said cash account; or by reason or means of any transaction, matter, or thing whatsoever, to be had between the said (*principal*) and the said (*obligees*), or such other persons or person as aforesaid, secured to be paid to them the said (*obligees*), their executors, administrators, and assigns, or such persons or person as aforesaid, by the joint and several bond of the said (*principal*), and of the said (*sureties*), as his sureties, in the penal

but the extent of the security to be limited.

sum of £——: So, nevertheless, that no greater sum be ultimately recoverable on the said bond, nor the said (*principal*), and (*sureties*), any or either of them, or the heirs, executors, or administrators of them, or of any or one of them, be liable to pay

Condition for payment of all such sums as shall be

more by virtue thereof than the sum of £——. NOW THEREFORE THE CONDITION of the above-written bond is such, that if the above-bounden (*principal*) and (*sureties*), or any

of them, or the heirs, executors, or administrators of them, or of any or one of them, shall from time to time, pay or cause to be paid unto the said (*obligees*), or any of them, or other the persons or person for the time being carrying on the said business of bankers now carried on under the firm of ——, or to the executors or administrators of them, or of any or one of them respectively, All such sum and sums of money as shall or may at any time be due and owing to the said (*obligees*), or any or one of them, or other the person or persons for the time being carrying on the business now carried on under the firm of ——, or to the executors or administrators of them, or of any of them, for or by reason of any drafts, notes, or bills of exchange, drawn or discounted upon, with, or by them the said (*obligees*), or any of them, or such other persons or person as aforesaid, or the executors or administrators of them, or of any or one of them, by, or for, or on account of, the said (*principal*), his executors or administrators; or by, for, or on account of the said (*principal*) and any other person or persons with whom he may enter into partnership, or be concerned in trade, or for money lent and advanced, paid or discharged by the said (*obligees*), or other such persons or person for the time being carrying on the said business of bankers now carried on under the said firm of ——, as aforesaid, or any of them, or the executors or administrators of them, or of any or one of them, to, for, or on the account, or for the use of the said (*principal*), his executors or administrators, or for him and any other person or persons with whom he may hereafter enter into partnership, or be concerned in trade, or in which he, his executors or administrators, or other the person or persons lastly aforesaid shall, by means of an account stated, or in any other manner whatsoever, become indebted to the said (*obligees*), or the persons or person for the time being carrying on the said business of bankers now carried on under the said firm of ——, or any of them, or the executors or administrators of them, or of any of them: AND shall pay or cause to be paid to the persons or person entitled thereto, interest for such sum and sums of money as aforesaid, at and after the rate of 5 per cent. per annum, to be computed from the time or respective times of advancing, paying, or disbursing the same respectively, or of the same becoming due: AND ALSO the lawful and usual commission, charges, and expenses incident to or occasioned by the transactions aforesaid, or any of them,

due to the firm for the time being,

on account of principal; or on his and his partner's account:

with interest thereon,

and commission, &c.

whether such payments, advancements, or disbursements, shall be by cash, notes, drafts, bills of exchange, or otherwise howsoever, or in whatever manner, or on whatever account the said debts shall become due, then the above-written bond or obligation shall be void and of no effect; otherwise the same shall be and remain in full force and virtue: PROVIDED ALWAYS, AND IT IS HEREBY AGREED AND DECLARED, that the sum of money to be ultimately recovered on this bond against either of them the said (*sureties*), or his heirs, executors, or administrators, shall be, and is hereby limited not to exceed the sum of £——: PROVIDED ALSO that, although as between the said (*principal*) and the said (*sureties*), the said (*sureties*) are only sureties for the said (*principal*), nevertheless, as between the said (*sureties*) and the said (*obligees*) respectively, the said (*sureties*) shall be taken to be principal debtors for all moneys intended to be hereby secured, so that they shall not, nor shall either of them, nor the heirs, executors, or administrators of them, or either of them, be released from their, or his, liability, under the above-written bond, by reason of time being given to the said (*principal*), his heirs, executors, or administrators, or by the release of any collateral securities for the moneys intended to be hereby secured, or by any other forbearance, act, or omission of the said (*obligees*), or such other persons or person as aforesaid, or by any other matter or thing whereby the said (*sureties*), or either of them, or the heirs, executors, or administrators of them, or either of them, would be so released but for this provision.

Proviso limiting the amount of the money to be recovered under the bond.

Sureties to be liable as principals.

Signed, sealed, and delivered by the above-named —— in the presence of ——.

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4. REQUEST *to* BANK *to ask* AGENTS *to accept* DRAFT *against* BILL OF LADING.

(*Address.*)
(*Date.*)

Messrs. ——.

Dear Sirs,

WE shall feel obliged by your requesting the —— Bank of London to accept the drafts of Mr. H——, of W——, for £—— against

properly indorsed bill of lading of —— of [wheat] per "Anna," F. K. Master, on our account.

Yours faithfully,
T. & Co.

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5. REQUEST *to* BANK *to accept* DRAFTS *against clean* BILL OF LADING.

(*Address.*)
(*Date.*)

Gentlemen,

PLEASE accept, on account of T. S., the drafts of W. L., of ——, London, for £——, at three months from ——, on being handed clean bill of lading of —— qrs. of [Indian corn], per "Lythemore," from Trieste, together with original stamped policy of insurance on same cargo for not less than £——.

Your obedient servant,
H. C. B.

The —— Bank.

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6. LETTER *of* CREDIT.

No. ——.

YOU are hereby authorised to draw upon this bank, at six months' sight, to the extent of £——, and such drafts I undertake duly to honour on presentation. This credit will remain in force for twelve months from this date, and parties negotiating bills under it are requested to indorse particulars on the back hereof. The bills must specify that they are drawn under credit No. ——, of —— day of ——, 19—.

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7. ANOTHER FORM.

(*Address.*)
(*Date.*)

Messrs. B. & L.
(*Address.*)

Gentlemen,

WE are instructed by J. to advise you that a special credit for the sum of £—— has been opened with us in your favour, and

that it will be paid to you rateably as the goods are delivered, upon receipt of certificate of reception issued by F. A., or by J. We shall require receipts in duplicate for the payment or payments as made, and the surrender of this letter, on the final payment under it being made.

Yours, &c.,

J. S. M. & Co.

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8. CIRCULAR NOTE.

Lloyds Bank, Limited.

Circular Note for £10 sterling, No. ——.

London, ——, 19—.

To the Bankers named in our Letters of Indication.

Gentlemen,

This note will be handed to you by M. ——, whose signature you will find on our letter of indication, of which —— is the holder. Be so good as to pay the equivalent of ten pounds sterling according to the exchange of the day upon London against —— draft upon our bank.

We have the honour to be, Gentlemen,

Your obedient servants,

(Countersigned) For Lloyds Bank, Limited.

(*Signed*) ——.

Principal, Foreign Department.

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9. FOREIGN Circular Note.

The —— Bank.

No. ——, Lettre de Crédit Circulaire pour £10 sterling.

Londres, ce ——, 19—.

A Messieurs les Banquiers désignés dans notre Lettre d'Indication.

Messieurs,—Cette lettre vous sera remise par M. —— dont vous trouverez la signature dans notre lettre d'indication sous dite. Je vous prie de vouloir bien lui compter sans frais quelconques la

valeur de dix livres sterling au cours d'usance sur Londres, contre sa traité ci-jointe sur cette banque.

J'ai l'honneur d'être, Messieurs,
Votre très obéissant serviteur,
J. P., Gérant.

—— Secrétaire.

(*On the back the following indorsement.*)

"£10.

"A sept jours de vue payez à l'ordre de M. —— dix livres sterling, valeur reçu à .

"Ce ——, 19—."

(The following words should be written across one end of the note:)

"Insert the name of the person cashing this bill, and place and date."

(At the other, these words:)

"Il faut insérer l'endroit et la date."

BILLS OF EXCHANGE.

£500. London, January 1st, 1913.

Six months after date pay to Henry Robinson, or order, the sum of five hundred pounds, value received. Bill payable at fixed period after date.

John Brown.

To William Jones,
155, Change Alley, London, E.C.

£240 3*s*. 9*d*. London, February 5th, 1913.

On demand pay bearer the sum of two hundred and forty pounds, three shillings and ninepence, value received. Bill payable on demand.

John Brown.

To William Jones,
155, Change Alley, London, E.C.

Douglas, Isle of Man, July 13th, 1865.

£600.

Bill payable on fixed date.

On the first day of August next, please pay to Messrs. Griffin, or order, six hundred pounds, value received on account of moneys advanced by me for the Isle of Man Slate and Flag Company.

J. J.

Messrs. Weatherby and N., Official Liquidators
to the Company.

London, November 4th, 1912.

£150.

Bill payable at sight.

At sight pay to the order of Henry Robinson & Co., Limited, the sum of one hundred and fifty pounds, value received against credit No. 20, and place to our account as advised per B. & Co.

John Brown & Co.

To William Jones & Co.,
155, Change Alley, London.

Manchester, February 2nd, 1912.

£100.

Another.

On presentation pay to Henry Robinson and Frederick Thomas, or their order, the sum of one hundred and fifty pounds, value received, being my quarterly pay due 1st February.

John Brown.

To William and Edward Jones,
88, Lombard Street, London, E.C.

Sheffield, June 4th, 1912.

£300.

Bill payable by instalments.

On demand pay to my order the sum of three hundred pounds by three equal quarterly instalments, on the 4th September, 1912, 4th December, 1912, and 4th March, 1913, value received.

Harry Carnt.

To Colin Carnt,
Old Street, London, E.C.

London, May 5th, 1912.

£500.

On demand pay to me, or my order, the sum of five hundred pounds, value received, by five equal monthly instalments, on the 5th of each month, the first instalment being payable on the 5th June, 1912, and upon default in the payment of any instalment the whole balance then unpaid to become forthwith due and payable. Another.

Howard De Montmorency.

To Lord Fitznooks,
The Moat, Wessex.

London, July 7th, 1912.

£200.

Pay to our order or bearer the sum of five hundred pounds, payable in London or Paris, at the option of the holder, according to the course of exchange upon Paris. Foreign bill.

Goldblum & Williams.

To Messrs. Schaffer & Co.,
London and Paris.

London, March 5th, 1913.

Rs. 1,000.

Six months after date pay this first of exchange (second and third of the same time and date unpaid) to the order of Messrs. Jabberjee & Co., one thousand rupees for value received. Foreign bill drawn in a set.

William Smith & Co.

To Messrs. Brown Brothers, Limited, Bombay.

Accepted payable at the Bank of Bombay Branch, Brown Brothers.

London, March 5th, 1913.

Rs. 1,000.

Six months after date pay to the order of Messrs. Jabberjee & Co., one thousand rupees for value received. Inland bill on foreign firm.

William Smith & Co.

To Messrs. Brown Brothers, Limited, Bombay.

Accepted payable at Parr's Bank, Limited, London, Brown Brothers.

London, June 1st, 1913.

£100.

Inland bill payable abroad.

Nine months after date pay Messrs. Edwards & Co., or order, the sum of one hundred pounds, value received.

William Smith & Co.

To Mr. Charles Robinson,
London.

Accepted payable at the West India Bank, Jamaica, Charles Robinson.

£100.

London, March 1st, 1913.

Bill accepted for honour.

Six months after date pay to our order the sum of one hundred pounds, value received.

Brown, Johnson & Co.

To Mr. William Smith,
4, Change Court, London, E.C.

Accepted S. P. for the honour of the indorser, John Jones, Charles Edwards, *March 3rd*, 1913.

Protest by notary public.

On the seventh day of March, one thousand nine hundred and thirteen, I [John Jones], public notary, by lawful authority and sworn, dwelling in Cardiff, in the county of Glamorgan, in the United Kingdom of Great Britain and Ireland, at the request of the holder did exhibit the original bill of exchange, whereof a true copy is on the other side written, unto Samuel Brown, at his counting-house, the person upon whom the same is drawn, and demanded acceptance thereof, and he answered that he would not accept.

Wherefore I the said (*notary*), at the request aforesaid, did and do by these presents protest against the drawer of the said bill, and all other parties thereto, and all others concerned, for all costs of exchange, re-exchange, and all costs, damages, and interest, present and to come, for want of acceptance of the said bill. Thus protested in the presence of Henry Roberts and William Smith, witnesses.

Which I attest,

(*Signed*) John Jones,
Notary Public of Cardiff,
aforesaid.

[Seal.]

(*Signed*) Henry Roberts
William Smith } (*Witnesses*).

Protest where notary not available.

KNOW ALL MEN that I, A. B. (*householder*), of ——, in the county of ——, in the United Kingdom, at the request of C. D., there being no notary public available, did on the —— day of ——, 19—, at —— demand payment [*or*, acceptance] of the bill of exchange hereunder written, from E. F., to which demand he made answer (*state answer, if any*), wherefore I now in the presence of G. H. and J. K., do protest the said bill of exchange.

(*Signed*) A. B.
G. H. } (*Witnesses*).
J. K.

N.B.—The bill itself should be annexed, or a copy of the bill and all that is written thereon should be underwritten.

Notice of dishonour.

I beg to notify you that a bill for £——, dated the ——, drawn by —— upon —— payable —— months after date [and indorsed by you] has been presented for acceptance [*or*, payment] and dishonoured.

(*Signed*) ——.
(*Date*) ——.

BILLS OF LADING.

1. GENERAL PRODUCE, MEDITERRANEAN, BLACK SEA, *and* BALTIC STEAMER BILL OF LADING.

SHIPPED, in good order and condition, by —— in and upon the good steamship ——, now lying in the port of ——, and bound for ——, with liberty to call at any ports on the way for coaling or other necessary purposes, being marked and numbered as per margin, and to be delivered in like good order and condition at the port of ——, unto ——, or to his or their assigns, he or they paying freight on the said goods on delivery at the rate of ——, and charges as per margin. IT IS MUTUALLY AGREED that the ship shall have liberty to sail without pilots; to tow and assist vessels in distress; to deviate for the purpose of saving life; to convey goods in lighters to and from the ship at the risk of the owners of the goods, but at ship's expense; and in case the ship

shall put into a port of refuge for repairs, to tranship the goods to their destination by any other steamship. The act of God, perils of the sea, fire, barratry of the master and crew, enemies, pirates, and robbers, arrests and restraints of princes, rulers, and peoples, and other accidents of navigation excepted. Strandings and collisions, and all losses and damages caused thereby, are also excepted, even when occasioned by negligence, default, or error in judgment of the pilot, master, mariners, or other servants of the shipowners, but nothing herein contained shall exempt the shipowner from liability to pay for damage to cargo occasioned by bad stowage, by improper or insufficient dunnage or ventilation, or by improper opening of valves, sluices, and ports, or by causes other than those above excepted, and all the above exceptions are conditional on the vessel being seaworthy when she sails on the voyage, but any latent defects in the machinery shall not be considered unseaworthiness, provided the same do not result from want of due diligence of the owners, or any of them, or of the ship's husband or manager.

The shipowner is not liable for loss or damage occasioned by decay, putrefaction, rust, sweat, change of character, drainage, leakage, breakage, or any loss or damage arising from the nature of the goods or the insufficiency of packages; nor for land damage; nor for the obliteration or absence of marks or numbers; nor for any loss or damage caused by the prolongation of the voyage.

The steamer, while detained at any port for the purpose of coaling, is at liberty to discharge and receive goods and passengers.

The goods are to be applied for within twenty-four hours of ship's arrival and reporting at the custom-house, otherwise the master or agent is to be at liberty to put into lighters or land the same at the risk and expense of the owners of the goods.

In case of quarantine at any port, the goods destined for that port may be discharged into quarantine depôt, hulk, or other vessel, as required for the ship's despatch. Quarantine expenses upon the said goods, of whatever nature or kind, shall be borne by the owners thereof.

The master or agent shall have a lien on the goods for freight and payments made, if any, or liabilities incurred in respect of any charges stipulated herein to be borne by the owners of the goods.

In case any part of the within goods cannot be found during the

ship's stay at the port of their destination, they are to be sent back by first steamer, at the ship's risk and expense, and subject to any proved claim for loss of market.

The ship shall not be liable for incorrect delivery of packages unless each of them shall have been distinctly marked by the shippers before shipment.

Should grain or seed be delivered in a heated or damaged condition, and the receivers claim to deduct half-freight upon such damaged or heated portion, it shall be at the master's option either to allow the same, or to be paid full freight upon the quantity shipped according to the bill of lading, provided always that no portion of the same has been jettisoned or otherwise disposed of on the voyage and the quantity delivered exceeds the quantity named in the bill of lading.

General average payable according to York-Antwerp Rules.

The owner and consignee of the goods, and shipowner mutually agree to be bound by all of the above stipulations, exceptions, and conditions, notwithstanding any custom of the ports of loading and discharging to the contrary.

In witness whereof the master or duly authorised agent of the said ship hath affirmed to three bills of lading, all of this tenor and date, one of which bills being accomplished, the others to stand void.

Dated in —— this —— day of ——, 19—.

Weight, quality, and contents unknown.

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2. MEDITERRANEAN, Black Sea, *and* Baltic Grain Cargo Steamer Bill of Lading.

Shipped, in good order and condition, by —— in and upon the good steam vessel called the —— now lying in ——, and bound for ——, with liberty to call at any ports on the way for coaling or other necessary purposes, to sail without pilots, and to tow and assist vessels in distress, and to deviate for the purpose of saving life:

And to be delivered in like good order and condition at the aforesaid port of —— unto —— or to his or their assigns, he or they paying freight, and or demurrage, if any, for the said goods.

All conditions as per charter-party, dated ——. The act of God, perils of the sea, fire, barratry of the master and crew, enemies, pirates, and robbers, arrests and restraints of princes, rulers, and peoples, and other accidents of navigation excepted. Strandings and collisions, and all losses and damages caused thereby, are also excepted, even when occasioned by negligence, default, or error in judgment of the pilot, master, mariners, or other servants of the shipowners, but nothing herein contained shall exempt the shipowner from liability to pay for damage to cargo occasioned by bad stowage, by improper or insufficient dunnage or ventilation, or by improper opening of valves, sluices, and ports, or by causes other than those above excepted, and all the above exceptions are conditional on the vessel being seaworthy when she sails on the voyage, but any latent defects in the machinery shall not be considered unseaworthiness, provided the same do not result from want of due diligence of the owners, or any of them, or of the ship's husband or manager.

General average payable according to York-Antwerp Rules.

—— laying days have been used at the ports of loading.

In witness whereof, the master of the said ship hath affirmed to three bills of lading, all of this tenor and date, one of which bills being accomplished, the others to stand void.

Dated in —— this —— day of ——, 19—.

Quantity and quality unknown.

Received of Messrs. —— on account of freight the sum of ——, which is to be deducted therefrom at port of discharge, with cost of insurance.

£——.

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3. NEW YORK Produce Exchange Bill of Lading.

Received, in apparent good order and condition, by —— from ——, to be transported by the good steamship ——, now lying in the port of ——, and bound for ——, with liberty to call at ——, being marked and numbered as per margin (weight, quality, contents, and value unknown), and to be delivered in like good order and condition at the port of —— (or so near thereto as she may safely get), unto ——, or to his or their assigns, he or they paying

freight and primage (if customary) in cash, without discount, on the said goods on discharge, at the rate of ——, with primage and charges as per margin. General average payable according to York-Antwerp Rules.

It is mutually agreed that the ship shall have liberty to sail without pilots; to tow and assist vessels in distress; to deviate for the purpose of saving life or property; that the carrier shall have liberty to convey goods in lighters to and from the ship at the risk of the owners of the goods; and, in case the ship shall put into a port of refuge or be prevented from any cause from proceeding in the ordinary course of her voyage, to tranship the goods to their destination by any other steamship.

It is also mutually agreed that the carrier shall not be liable for loss or damage occasioned by causes beyond his control, the perils of the sea, or other waters; by fire, from any cause and wheresoever occurring; by barratry of the master or crew; by enemies, pirates, or robbers; by arrest and restraint of princes, rulers or peoples, riots, strikes, or stoppage of labour; by explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, machinery or appurtenances; by collisions, stranding or other accidents of navigation of whatsoever kind (even when occasioned by the negligence, default, or error in judgment of the pilot, master, mariners, or other servants of the shipowner, not resulting, however, in any case, from want of due diligence by the owners of the ship or any of them, or by the ship's husband or manager); nor by heating, decay, putrefaction, rust, sweat, change of character, drainage, leakage, breakage, or any loss or damage arising from the nature of the goods or the insufficiency of packages; nor for land damage; nor for the obliteration, errors, insufficiency, or absence of marks or numbers, address or description; nor for risk of craft, hulk or transhipment; or any loss or damage caused by the prolongation of the voyage.

1. It is also mutually agreed that the carrier shall not be liable for gold, silver, bullion, specie, documents, jewellery, pictures, embroideries, perfumeries, works of art, silks, furs, china, porcelain, watches or clocks, in any respect, or for goods of any description whatever above the value of $20 per cubic foot, and in no case is the carrier to be liable beyond $500 per package, unless bills of lading are signed therefor, with the value therein expressed, and a special agreement is made.

2. Also, that shippers shall be liable for any loss or damage to ship or cargo caused by inflammable, explosive or dangerous goods, shipped without full disclosure of their nature, whether such shipper be principal or agent; and such goods may be thrown overboard or destroyed at any time without compensation.

3. Also, that the carrier shall have a lien on the goods for all freights, primages and charges, and also for fines or damages which the ship or cargo may incur or suffer by reason of the incorrect or insufficient marking, numbering or addressing of packages or description of their contents.

4. Also, that in case the ship shall be prevented from reaching her destination by quarantine, the carrier may discharge the goods into any depôt or lazaretto, and such discharge shall be deemed a final delivery under this contract, and all the expenses thereby incurred on the goods shall be a lien thereon.

5. Also, that the ship may commence discharge immediately on arrival and discharge continuously, the collector of the port being hereby authorised to grant a general order for discharge immediately on arrival, and upon discharge the goods shall be at the risk of the consignee, and if not taken by him within such time as is provided by the regulations of the port of discharge, they may be stored by the carrier at the expense and risk of their owners. Note.—After Clause 5 all conditions relating to delivery at different ports (also ice and lighterage, blockade and special quarantine clauses, &c.), to be inserted as agreed upon by shippers and carriers in various trades.

6. Also, that full freight is payable on damaged or unsound goods: but no freight is due on any increase in bulk or weight caused by the absorption of water during the voyage.

7. Also, in the event of claims for short delivery when the ship reaches her destination, the price shall be the market price at the port of destination on the day of the ship's entry at the custom house, less all charges saved.

8. Freight payable on weight is to be paid on gross weight landed from ocean steamship unless otherwise agreed.

9. Parcels for different consignees collected or made up in single packages addressed to one consignee to pay full freight on each parcel.

And finally, in accepting this bill of lading, the shipper, owner and consignee of the goods, and the holder of the bill of lading, agree to be bound by all of its stipulations, exceptions and conditions, whether written or printed, as fully as if they were all signed by such shipper, owner, consignee, or holder.

In witness whereof the master or agent of the said ship hath affirmed to —— bills of lading, all of this tenor and date, numbered consecutively, one of which being accomplished and given up to the carrier, the others to stand void.

Dated in ——, this —— day of ——, 19—.

BILLS OF SALE.

1. BILL OF SALE *of* Personal Chattels *by way of* Mortgage (*a*).

THIS INDENTURE, made the —— day of ——, 19—, Between (*mortgagor*), of, &c., of the one part; and (*mortgagee*), of, &c., of the other part, WITNESSETH that, in consideration of the sum of £—— now paid (*b*) to the said (*mortgagor*) by the said (*mortgagee*) (the receipt of which the said (*mortgagor*) hereby acknowledges), he the said (*mortgagor*) doth hereby assign unto the said (*mortgagee*), his executors, administrators, and assigns, All and singular the several chattels and things specifically described in the schedule hereto annexed by way of security for the payment of the sum of £——, and interest thereon at the rate of —— per cent. per annum: And the said (*mortgagor*) doth further agree and declare that he will duly pay to the said (*mortgagee*) the principal sum aforesaid,

Parties.

Testatum.

Assignment of chattels by way of security.

(*a*) The variations and additions to the statutory form are given in brackets.

(*b*) If less than 30*l*. the bill will be void.

Agreements by mortgagor for payment of principal and interest;

to observe conditions of tenancy;

not to remove chattels;

to insure;

to permit mortgagee to

together with the interest then due by equal *monthly* payments of £——, on the —— day of [every month, the first such payment to be made on the —— day of] ——, 19—; And the said (*mortgagor*) doth also agree with the said (*mortgagee*) that he will [during the continuance of this security, pay all rents, rates, taxes, and outgoings, and observe and perform all covenants, conditions, and stipulations, which ought to be paid, observed, or performed by the tenant or occupier of the said messuage and buildings, or of any other place or places to or upon which the chattels and things comprised in this security or any of them may from time to time be removed or placed, and will on demand produce to the said (*mortgagee*) the last receipts for the payment of such rents, rates, taxes, and outgoings as aforesaid: And also that he will not remove from the said messuage and buildings any of the said chattels and things without the consent of the said (*mortgagee*), except such as are worn out or removed for the purpose of repairs, and will replace any chattels or things so worn out by others of equal or greater value, And that he will also keep the said chattels and things in good order and repair; and that he will also keep the said chattels and things insured against loss or damage by fire in the sum of £—— at the least [*or*, to the full value thereof]. in the —— Insurance Office or some other fire insurance office to be approved by the said (*mortgagee*), his executors, administrators, or assigns, and that he will pay all premiums or sums from time to time payable for keeping up such insurance on [*or*, within —— days after] the first day on which every such premium or sum shall become payable, and on demand will produce to him or them the policy or policies of such insurance, and the receipt for every premium or sum payable in respect thereof, and that on the refusal or failure of the said (*mortgagor*), his heirs, executors, or administrators, to produce any such policy or receipt in pursuance of this covenant, then it shall be presumed that no insurance is being kept up by or on behalf of the mortgagor in accordance with this mortgage, and it shall be lawful for the said (*mortgagee*), his executors, administrators, or assigns, at any time thereafter to effect under the statutory powers in that behalf an insurance of the said messuage or dwelling-house and buildings to an amount not exceeding the sum of £—— [*or*, to the full value thereof]: And that it shall be lawful for the said (*mortgagee*) and his agents, at all reasonable times during

the continuance of this security, to enter into and upon the said messuage and buildings, and to inspect the state and condition of the said chattels and things, and to take schedules or inventories thereof, and to give notice to the said (*mortgagor*) of any defect or want of repair thereof, and that the said (*mortgagor*) will thereupon immediately make good and amend such defect or want of repair: And that if the said (*mortgagor*) shall refuse, neglect, or fail to make good and amend such defect or want of repair within —— days after such notice as aforesaid, it shall be lawful for the said (*mortgagee*) to make good or amend the same without prejudice to his other remedies, and that all costs and expenses paid or incurred by him of and incident to making good or amending such defect or want of repair shall be added to the moneys hereby secured and charged upon the chattels and things comprised in this security, with interest thereon at the rate, and payable at the times and in manner, aforesaid, to be computed from the time or respective times of such costs and expenses having been paid or incurred respectively: Provided always that if the said (*mortgagor*) shall make default in payment of the said sum of £——, or the interest thereof, at the time herein provided for payment, or in the performance of any covenant or agreement herein contained and necessary for maintaining this security, or during the continuance of this security shall become a bankrupt, or suffer the goods hereby assigned, or any of them, to be distrained for rent, rates, or taxes, or shall fraudulently either remove or suffer to be removed the said goods or any of them from the premises upon which they may be, or shall without reasonable excuse neglect or refuse, upon demand in writing by the said (*mortgagee*) to produce to him his last receipts for rent, rates, or taxes, or if execution shall during the continuance of this security be levied against the goods of the said (*mortgagor*) under any judgment at law, then, and in any such case, all principal moneys hereby secured, and for the time being remaining unpaid, together with all interest up to the time of such default or event as aforesaid, shall immediately become payable without the necessity for any notice or demand of payment whatsoever, and it shall be lawful for the said (*mortgagee*) at any time after any such default or event as aforesaid, by himself or his agents or servants, to enter into and upon the said messuage and buildings or other the place or places to or in which the said chattels and

inspect chattels;

and to repair on notice;

power for mortgagee to repair, &c., on default.

Power to seize in certain events;

things comprised in this security or any of them may have been removed or may happen to be, and to seize and take possession of
and to sell. the said chattels and things or any of them: And at any time after the expiration of five days from such seizure, without the necessity for any notice or demand of payment whatsoever, to sell all or any of such chattels and things either by public auction or private contract, with powers to buy in and rescind or vary any contract for sale, and to resell without being answerable for loss, and to give effectual receipts for the purchase-money, and to deliver any chattels or things sold to the purchaser or respective purchasers thereof, or as he or they may direct, and generally to do all acts and things which may be necessary or expedient for
Application of proceeds of sale. effectuating such sale: And it is hereby agreed that the said (*mortgagee*) shall apply the moneys to arise from any such sale as aforesaid, in the first place, in payment of all costs and expenses of and incident to such sale or otherwise incurred in relation to this security, and in the next place in or towards the payment and satisfaction of all principal, interest, and other moneys for the time being due under this security, and shall pay the surplus (if any) to the said (*mortgagor*), or as he shall direct:]

Saving clause. Provided always that the chattels hereby assigned shall not be liable to seizure or to be taken possession of by the said (*mortgagee*) for any cause other than those specified in sect. 7 of the Bills of Sale Act (1878) Amendment Act, 1882: [Provided
Interpretation clause. lastly that all rights and obligations of the said (*mortgagor*) under or by virtue of these presents shall extend to his executors, administrators, and assigns, and all powers, rights, and obligations of the said (*mortgagee*) under or by virtue of these presents shall extend to his executors, administrators, and assigns.]

In witness, &c.

The Schedule above referred to.

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2. ABSOLUTE Bill of Sale *by a* Married Woman, *her* Husband *being a Party*.

THIS INDENTURE, made the —— day of ——, Between A. B., of, &c., of the first part, C. D., his wife, of the second part, and E. F., of, &c., of the third part. Whereas the said

C. D. is absolutely entitled to the furniture and effects hereinafter intended to be hereby assigned, as part of her separate estate, as the said A. B. doth hereby acknowledge: AND WHEREAS the said C. D. has agreed with the said E. F. for the sale to him of the said furniture and effects for the sum of £——. NOW THIS INDENTURE WITNESSETH that in pursuance of the said recited agreement, and in consideration of the sum of £—— now paid to the said C. D. by the said E. F., with the privity and consent of the said A. B. (the receipt of which sum of £—— the said C. D. doth hereby acknowledge), the said C. D., as beneficial owner, doth hereby assign and transfer to the said E. F., his executors, administrators, and assigns, all and singular the furniture, plate, pictures, and prints, and all other articles and effects of household or domestic use or ornament, as are now in or about the messuage or dwelling-house situate and being No. —— aforesaid. To HOLD the same unto the said C. D., his executors, administrators, and assigns absolutely.

IN WITNESS, &c.

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3. AFFIDAVIT *on* REGISTRATION *of a* BILL OF SALE.

In the High Court of Justice, 19—, No. —.
—— Division.

I, (*deponent*), of ——, make oath and say as follows:

1. The paper writing hereto annexed and marked A. is a true copy of a bill of sale, and of every schedule or inventory thereto annexed or therein referred to, and of every attestation of the execution thereof as made and given and executed by (*grantor*).

2. The said bill of sale was made and given by the said (*grantor*) on the —— day of ——, 19- .

3. I was present and saw the said (*grantor*) duly execute the said bill of sale on the said —— day of ——, 19—.

4. The said (*grantor*) resides at (*state residence at time of swearing the affidavit*), and is (*state occupation*).

5. The name —— subscribed to the said bill of sale as that of the witness attesting the due execution thereof is in the proper handwriting of me, this deponent.

Sworn at ——, this —— day of ——, 19—,
Before me,

This affidavit is filed on behalf of ——. ——.

4. CONSENT *to enter* SATISFACTION *on* BILL OF SALE, *and* AFFIDAVIT *verifying* CONSENT (*c*).

In the High Court of Justice,
King's Bench Division.

I, (*deponent*), of, &c., make oath and say as follows:—

1. The signature of (*grantee*), appended to the consent to an order to enter satisfaction hereto annexed, purporting to be the consent of the said (*grantee*) to an order that a memorandum of satisfaction be written on a bill of sale, is the signature of the said (*grantee*), he having signed the said consent to an order in my presence.

2. The said (*grantee*), and the (*grantee*) party to the bill of sale in the said consent mentioned, are one and the same person.

Sworn, &c.

CONSENT TO ORDER TO ENTER SATISFACTION.

In the High Court of Justice,
King's Bench Division.

I, (*grantee*), do hereby consent to an order that a memorandum of satisfaction be written upon the copy of the bill of sale given to secure the sum of £——, dated the —— day of ——, 19—, and made between (*grantor*), of, &c., of the one part, and me (*grantee*), of, &c., of the other part, and filed on the —— day of —— 19—, the debt to secure which the said bill of sale was given having been satisfied.

Dated the —— day of ——, 19—.

(*Signature of Grantee.*)

(*c*) By Ord. LXI. r. 21 of the Rules of the Supreme Court, a memorandum of satisfaction may be ordered to be written upon a registered copy of a bill of sale, on a consent to the satisfaction, signed by the person entitled to the benefit of the bill of sale, and verified by affidavit, being produced to the registrar, and filed in the Central Office.

BONDS (*a*).

1. BOND *for Payment of* MONEY *and* INTEREST, *either in one Sum or by Instalments, and either with one, two, three, or more Obligors, or one, two, three, or more Obligees.*

Common obligation from one to one.

KNOW ALL MEN BY THESE PRESENTS, that I (*b*) (*obligor*), of, &c., am bound to (*c*) (*obligee*), of, &c., in the sum of (*generally double the amount of the principal sum to be secured*), to be paid to the said (*d*) (*obligee*), or to his executors, administrators, or assigns, or his or their attorney or attorneys; For which payment I (*e*) bind myself firmly by these presents; Sealed with my seal: Dated this —— day of ——, 19—.

Condition of a bond from one to one, for

(*f*) THE CONDITION of the above-written bond or obligation is such, that if the above-bounden (*g*) (*obligor*), his heirs,

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(*a*) See also "Indemnities."

(*b*) If there are two or more obligors,

"we (*names, addresses, and descriptions of obligors*) are bound," &c.

(*c*) If there are two or more obligees,

"(*names, addresses, and descriptions of obligees*)."

(*d*) "(*Obligees*), or to their certain attorney, executors, administrators, or assigns; For," &c.

(*e*) If there are two or more obligors, say,

"we jointly and severally bind ourselves," &c.

(*f*) If there is a surety or sureties, add,

"Whereas the above-bounden (*surety*) has [*or* (*sureties*) have] agreed to join with the said (*principal*) in the above-written bond, subject to the condition hereunder written, as a surety [*or*, sureties] for the said (*principal*), his heirs, executors, and administrators: NOW THEREFORE THE CONDITION," &c.

(*g*) If there are two obligors, say,

"the said (*obligors*), or either of them, or the heirs, executors, or administrators of them, or of either of them," &c.

If there are three or more, say,

"the above-bounden (*obligors*), or any of them, or the heirs, executors, or administrators of them, or of any of them," &c.

payment of money and interest

executors, or administrators, shall pay or cause to be paid unto the said (*obligee*) (*h*), his executors, administrators, or assigns, the sum of £——, with interest for the same after the rate of five pounds for one hundred pounds for a year (*i*), upon the —— day of (*generally six months from the date*) now next ensuing, without any deduction, then the above-written bond shall be void; otherwise it shall be and remain in full force.

Signed, sealed and delivered by the above-named —— in the presence of ——.

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2. BOND *from one to two, for Payment of* £1,180 *by Four* INSTALMENTS; *which the Obligees have agreed to take in full discharge of a Debt of* £3,030, *if the Instalments should be regularly paid: and* AGREEMENT *that if the Instalments are not duly paid, such Payments as shall be made shall only be a partial Discharge of* £3,030.

KNOW ALL MEN, &c. (*obligation from one to two, ut ante.* p. 317).

Recital of debt.

Inability to pay.

Agreement to accept part

WHEREAS the above-bounden (*obligor*) is indebted to the above-named (*obligees*) in the sum of £3,030: AND WHEREAS the above-bounden (*obligor*) is unable fully to satisfy and pay to the said (*obligees*) the said debt, and the said (*obligees*) have agreed to accept from the above-bounden (*obligor*) the sum of £1,180, pay-

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(*h*) If there are two or more obligees, say,

"(*obligees*), their executors, administrators, or assigns, the sum," &c.

(*i*) If to be paid by instalments, say,

"in the manner following: that is to say, the sum of £—— on the —— day of —— now next ensuing; the sum of £—— on the —— day of —— then next ensuing; and the sum of £—— on the —— day of —— in the year 19—; Together with interest after the rate aforesaid, on each of the said days of payment, for the said principal sum of £——, or so much thereof as at or immediately before the payment of such instalments shall be due and owing, without," &c.

able by instalments, as hereinafter is mentioned, in full satisfaction and discharge of the said debt or sum of £3,030, provided the said sum of £1,180 be regularly paid as is hereinafter mentioned. payment by instalments.

NOW THE CONDITION of the above-written bond is such, that if the above-bounden (*obligor*), his heirs, executors, or administrators, or any of them, shall pay to the above-named (*obligees*), their executors, administrators, or assigns, the sum of £1,180 by instalments, and in manner hereinafter mentioned; that is to say, the sum of £295, part thereof, within six months next after the day of the date of the above-written bond; the further sum of £295 within twelve calendar months next after the day of the date of the above-written bond; the further sum of £295 within eighteen calendar months next after the day of the date of the above-written bond; and the further sum of £295, to make up and complete the said sum of £1,180, within twenty-four calendar months next after the day of the date of the above-written bond; then, and in such case, the above-written bond shall be void; but, in case of failure in payment of all and every or any of the several sums of money aforesaid, within the respective times aforesaid, the said bond shall remain in full force; but so nevertheless that in case of failure in making the several payments aforesaid, or any of them, within the respective times aforesaid, this bond, or any payment or payments to be made under the same, shall not be construed or taken as a satisfaction or discharge of the said debt or sum of £3,030, or of any further or other part thereof, than shall have been actually paid under this bond (*k*); but, in such case the whole of the said sum of £3,030, or so much thereof as shall not have been actually paid as aforesaid, shall forthwith become payable to the said (*obligees*), and be recoverable accordingly.

Condition for payment of sum by instalments.

Agreement that, if instalments are not duly paid, payments made shall only be partial discharge.

Signed, sealed and delivered by the above-named —— in the presence of ——.

(*k*) As the obligees by the recital agree to take the sum secured by the bond as a discharge for the debt, they should sign the bond.

3. POST OBIT BOND *with a Surety for securing a Sum if the Vendor should survive his Father.*

Obligation.

KNOW ALL MEN (*joint and several obligation, ut ante*, p. 317).

Recital of contract for purchase of 2,500*l.*

WHEREAS the above-named (*obligee*) has contracted with the above-bounden (*principal*) for the purchase of the sum of £2,500 to be paid to the said (*obligee*), his executors, administrators, or assigns, in the event of his, the said (*principal*) surviving his father (*father*), of, &c., but not otherwise, at or for the price or sum of £1,000: AND WHEREAS, in pursuance of the said contract, the said (*obligee*) has paid the sum of £1,000 unto the said (*principal*), the receipt whereof the said (*principal*) hereby acknowledges. AND WHEREAS upon the treaty for the purchase of the said contingent sum of £2,500, it was agreed that the payment thereof, in the event aforesaid, should be secured by the joint and several bond of the said (*principal*) and (*surety*) as the surety for the said (*principal*). NOW THEREFORE THE CONDITION of the above-written obligation is such, that if the said (*principal*) shall survive the said (*father*); and in such case, if the said (*principal*) and (*surety*), or either of them, or the heirs, executors, or administrators of them or of either of them, shall pay or cause to be paid to the said (*obligee*), his executors, administrators, or assigns, within six calendar months next after the decease of the said (*father*), in the lifetime of the said (*principal*), the sum of £2,500 sterling; or in case the said (*principal*) shall die in the lifetime of the said (*father*), then the above-written bond shall be void and of no effect; otherwise it shall be and remain in full force.

Payment of purchase-money.

Agreement that contingent sum should be secured by bond.

Condition.

Signed, sealed and delivered by the above-named —— in the presence of ——.

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4. BOND *from a Legatee to an Executor, on Payment of the whole Legacy, or a Part,* TO REFUND, *if there should be a Deficiency of Assets.*

Obligation.

[BOND, *ut ante*, p. 317.]

Recital of a will bequeathing a legacy;

WHEREAS (*testator*), late of, &c., deceased, by his will, dated, &c., gave and bequeathed unto the said (*legatee*), the sum of

£——; to be paid within six calendar months next after the said testator's decease; and appointed the said (*executor*), the executor of his said will: And the said testator died on or about the —— day of —— last past; and shortly after his decease the said (*executor*) duly proved the said will in the Principal Registry of the Probate Division of the High Court of Justice: AND WHEREAS (*l*) the said (*executor*) has not yet ascertained the amount of the debts and credits of the said (*testator*), but, as he believes that the assets of the said (*testator*) will be sufficient to pay his debts, and the several legacies given by his said will, he the said (*executor*) has agreed to pay to the said (*legatee*) his said legacy of £——, on his entering into the above-written obligation, with such condition as is hereinafter contained. NOW THE CONDITION of the above-written bond is such, that, if the personal estate of the said (*testator*) deceased, shall not prove sufficient to pay his debts and funeral and testamentary expenses, and the neces-

death of testator, and proof of will:

that executor has not ascertained amount of debts and credits; but believing there will be enough to pay debts and legacies, has agreed to pay legacy on having bond.

Condition that, in case of deficiency

(*l*) If only a part of the legacy be paid, say,

Part payment.

"AND WHEREAS the said (*testator*), by his said will, bequeathed several other pecuniary legacies, amounting, together with the said (*legacy*) given to the said (*legatee*) as aforesaid, to the full sum of £——: AND WHEREAS the said (*executor*) alleges that the personal estate of the said (*testator*) will not (as he believes), after payment of his debts, funeral and testamentary expenses, be sufficient to pay the whole of the said pecuniary legacies; and he is doubtful whether all the debts owing by the said (*testator*), at his death, are yet come to his knowledge; notwithstanding which, he is willing to pay so much of the said legacies as the personal estate of the said (*testator*) come to his hands will extend to satisfy and pay, on being indemnified for so doing: AND WHEREAS the said (*executor*) has in his hands of the personal estate of the said (*testator*) sufficient to pay all the debts of the said (*testator*) yet come to his knowledge, his funeral expenses and the necessary charges of the said executorship to the date hereof, and also a [fifth] part of the pecuniary legacies bequeathed by the said will: AND WHEREAS the said (*executor*) has, at the request of the said (*legatee*), and on his promise of indemnity for so doing, paid unto him the said (*legatee*) the sum of £——, being a [fifth] part of the sum of (*legacy*) given him by the said will as aforesaid."

Recital that testator gave several other pecuniary legacies: that the executor believes

of assets, if legatees should refund,

sary charges of the said executorship (*m*), and all the pecuniary legacies given by the said will, then, if the said (*legatee*), his heirs, executors, or administrators, shall, within fourteen days next after notice to him or them, repay to the said (*executor*), his executors, administrators, or assigns, the said sum of £——, so paid to him as aforesaid, or so much thereof as shall appear to be in excess of the sum which shall be due to him, having regard to the amount of the assets of the said (*testator*), in respect of the said legacy of £——: And if the said (*legatee*), his heirs, executors, or administrators, shall, from time to time, and at all times hereafter, keep indemnified the said (*executor*), his executors and administrators, and the estate of the said (*testator*) from all costs, charges, damages, and expenses which may happen, or come to him or them, or the estate of the said (*testator*), for or by reason of the said (*executor*) having paid the said (*legatee*) the said sum of £——, in (*n*) full, for the said legacy as aforesaid, or any matter or thing relating thereto; Then, the above-written bond shall be void and of no effect; otherwise the same shall be and remain in full force.

and indemnify executor from all costs, &c., by reason of his having paid legacy,

then obligation to be void.

Signed, sealed and delivered by the above-named —— in the presence of ——.

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5. BOND *for the faithful Service of a Clerk either to two Partners, or to them and their Executors or Administrators, and notwithstanding an Alteration in the Firm.*

Obligation.

[BOND, *jointly and severally, ut ante*, p. 317.]

Recital of having taken clerk.

Whereas the above-named (*partners*) have lately admitted the above-bound (*principal*) into their service, as their clerk, and have agreed to retain and continue him in their said service, on his obtaining two respectable persons to become sureties for his duly

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(*m*) If only a part of the legacy is paid, say, "and a [fifth] part of all the pecuniary legacies," &c.

(*n*) If only a part of the legacy is paid, say, "part of the said legacy," &c.

and faithfully accounting to them the said (*partners*) (*o*), in manner hereinafter mentioned, and for his faithful and honest conduct during his (*p*) service: And the said (*sureties*) have, at the request of the said (*principal*), agreed to become such sureties, and have for that purpose executed the above-written bond. NOW THE CONDITION of the above-written bond is such, that, if the said (*principal*) should from time to time, and at all times, well and satisfactorily account for, and pay over and deliver to the said (*partners*) (*q*), their executors or administrators, all and every sums and sum of money, and securities for money, goods, and effects whatsoever, which he the said (*principal*) shall receive for the use of them, or of either (*r*) of them, or which shall at any time or times be entrusted to his care by them the said (*partners*) (*s*), or either of them, or by the correspondents or

Agreement to become sureties.

Condition for faithful service of clerk:

(*o*) If it is intended that the sureties should guarantee the faithful service of the clerk while he remains in the service of the obligees, as well as the survivor of them, or their executors or administrators, and notwithstanding changes of partners, then say,

"or either of them, their or his executors or administrators, and other the persons or person who shall or may become partners or partner with them, or with any of them, or one of them, or the executors or administrators of them, or any of them in manner," &c.

(*p*) If for faithful service, notwithstanding an alteration in the firm, say,

"continuance in the service either of the said (*partners*), or of either of them, their or his executors or administrators, or other the persons or person who shall or may become partners or partner with them, or with any of them, or one of them, or the executors or administrators of them or of any of them: And," &c.

(*q*) "Or to either of them, or to the survivor of them, their or his executors or administrators, and other the persons or person who shall or may become partners or partner with them, or with any of them or one of them, or the executors or administrators of them, or of any of them, all," &c.

(*r*) "Any or one."

(*s*) "Or either of them, or the survivor of them, their or his executors or administrators, or other the persons or person who shall or may become partners or partner with them, or with any

customers of them or of either of them, or others to whom they (*t*), or either of them, are, or is, or shall or may be liable or accountable: And do not at any time embezzle, make away with, obliterate, deface, or in any wise injure any of the money, securities for money, books, papers, writings, goods, or effects of them the said (*partners*) (*u*), or either of them, or of the correspondents or customers of them, or of either of them, or others to whom they or either of them are, or is, or shall or may be or become liable or accountable: Then, and in such case, the above-written bond shall be void and of no effect; otherwise it shall remain in full force.

and that he shall not embezzle, &c.

Proviso, that sureties shall only be liable to a given amount.

PROVIDED ALWAYS, AND IT IS HEREBY DECLARED, that the said (*sureties*), or their respective heirs, executors, or administrators are not separately, or individually, to be liable for more than £1,000 each, parcel of the said sum of £2,000 mentioned in the said above-written bond or obligation.

Signed, sealed and delivered by the above-named —— in the presence of ——.

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6. BOND *with Sureties for the* FAITHFUL SERVICE *of a* CLERK *in the Employment of a* PUBLIC COMPANY.

Obligation.

[BOND, *jointly and severally, ut ante*, p. 317.]

Recital of choice, and admission as clerk of a company.

WHEREAS the said (*clerk*) has been chosen a clerk in the said —— Company; and the said (*sureties*) have agreed to enter into the above obligation, as sureties for the fidelity of the said (*clerk*),

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of them or one of them, or the executors or administrators of them, or of any of them, or by the correspondents or customers of them, or of any of them," &c.

(*t*) "They or any of them," &c.

(*u*) "Or either of them, or the survivor of them, their or his executors or administrators, or other the persons or person who shall or may become partners or partner with them, or with any of them or one of them, or the executors or administrators of them, or of any of them, or of the correspondents or customers of them or of any of them, or others to whom they, or any of them, are," &c.

while in the service of the said Company: NOW THE CONDITION of the above-written bond is such, that, if the said (*clerk*) should from time to time, and at all times hereafter, during his continuance in the service of the said Company, faithfully, honestly, diligently, and carefully execute, perform, and discharge the said service, and all and every other services of the said Company, wherein he is, shall, or may be employed; And shall, if and whenever he shall be so required, give and deliver, in writing, a just and true account of all moneys, notes, bills, securities for money, goods and effects whatsoever, which in the said service shall come to the hands of the said (*clerk*), or which he shall be entrusted with, by, or on account of the said Company: And also make good, answer for, and pay the moneys due on the balance of such account to the said Company, or such persons as the said Company, or the directors thereof for the time being, shall appoint: And should, moreover, well and sufficiently save harmless, and keep indemnified, the said Company, and the directors and all other members thereof, from and against all losses, costs, charges, damages, and expenses, which shall or may happen or come to them, for or by reason of any act, deed, matter, or thing whatsoever, done or omitted to be done by the said (*clerk*), in or during his said service: Then the above-written bond shall be void and of no effect; otherwise the same shall be and remain in full force.

Condition for clerk's faithful service:

that he on request shall deliver just accounts:

and pay the balance thereof;

and to indemnify the company from all losses.

Signed, sealed and delivered by the above-named —— in the presence of ——.

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7. BOND *to secure the Fidelity of Bankers' Chief Clerk.*

[BOND, *jointly and severally, ut ante*, p. 317.]

Obligation.

WHEREAS the said (*obligees*) now carry on the business of bankers at —— aforesaid, under the firm of —— & Co.; and they have agreed to take the said (*clerk*), as their head or managing clerk in the said business, on having the security of the above-written bond for his good conduct: NOW THEREFORE THE CONDITION of the above-written bond is such that if the said (*clerk*) should, from time to time, while he shall continue in the

Recital of being bankers, and agreement to take principal as chief clerk, on having bond.

Condition for faithful service:

service of the said (*obligees*) (*x*), as the head or managing clerk in their said banking-house, diligently and faithfully serve them, and devote the whole of his time and attention to their business; and give such reasonable attendance at their banking-house at —— aforesaid, as they shall from time to time require: AND should keep all their secrets, and inform them, and every of them, of all such letters, writings, papers, and occurrences whatsoever, as shall from time to time come to his knowledge respecting the said business: AND should keep all the cash accounts, ledgers, books, deeds, writings, and papers, belonging or relating to the said business, in a proper and orderly manner: and regularly answer the letters of their correspondents: AND should account for, and render to the said (*obligees*), and every of them, all such cash, bills, notes, and other securities, as shall from time to time come, or without his wilful default might have come, to his hands: AND should not embezzle, conceal, or waste, nor (as far as in him shall lie) permit to be embezzled, concealed, or wasted by others, any of the property belonging to the said (*obligees*), or any of them: AND should receive all the customers of the said banking-house with civility; and make up the notes or memorandums of their respective affairs when necessary: AND should (as far as in him shall lie) cause the inferior clerks of the said (*obligees*) to give due attendance at the said banking-house, and there to conduct themselves diligently and faithfully, and in an orderly manner: AND ALSO if the said (*clerk*) should, in all other respects, diligently, skilfully, and faithfully conduct himself as the head or managing clerk of the said (*obligees*), in their said banking-house: Then the above-written bond shall be void and of no effect; otherwise the same shall be and remain in full force.

for keeping bankers' secrets, and for informing them of all letters, &c.;

for keeping all cash accounts, &c., and for answering letters;

for rendering to bankers cash, &c.;

for not embezzling bankers' property;

for receiving customers with civility;

for causing inferior clerks to give due attendance;

and for conducting himself in all other respects diligently.

Signed, sealed and delivered by the above-named —— in the presence of ——.

(*x*) According to this form, in case of the death of any of the partners, or any of them going out of the partnership, or a new partner being taken in, a fresh bond must be taken. If it is desired to obviate this, the variations, *ante*, p. 323, should be adopted.

8. BOND *for the* PERFORMANCE *of an* AGREEMENT.

[BOND, *ut ante*, p. 317.] Obligation.

THE CONDITION of the above-written bond is such, that, if the above-bounden (*obligor*), his executors and administrators, should, in all things, on his and their parts, observe, perform, fulfil, and keep all and singular the clauses, conditions, agreements, matters, and things, which on the part of the said (*obligor*), his executors or administrators, are to be observed, performed, fulfilled, and kept, according to an agreement in writing, bearing even date herewith [*or*, dated the —— day of ——, 19—], and expressed to be made between the said (*obligor*), of the one part, and the said (*obligee*), of the other part; Then the above-written obligation shall be void; but otherwise shall remain in full force. Condition for performance of a specified agreement.

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9. BOND *from a Vendor to a Purchaser, for* QUIET ENJOYMENT *of* FREEHOLD *and* LEASEHOLD *Property, or a Return of the Purchase-money in case of Eviction.*

[BOND, *ut ante*, p. 317.] Obligation.

WHEREAS, by an indenture of even date with these presents, and made between (*parties*); All those, &c. (*parcels*), were for the consideration therein mentioned, conveyed, as to such of the same premises as are of freehold tenure, unto and to the use of the said (*purchaser*) in fee simple, and as to such of the same premises as are of leasehold tenure unto the said (*purchaser*) absolutely for the unexpired residue of a term of 99 years, from the —— day of ——, as in the indenture now in recital is mentioned: AND WHEREAS, upon the treaty for the purchase of the said premises, it was agreed that the said (*vendor*) should enter into a bond in a penalty of £——, for securing the said (*vendor*) the quiet enjoyment thereof, in manner herein appearing. NOW THE CONDITION of the above-written bond is such, that, if the said (*purchaser*), his heirs, executors, administrators, and assigns, should, according to the different natures and tenures of the said messuage, or tenement and premises so purchased by him, the said (*purchaser*), as aforesaid, from time to time and at all times for ever hereafter in respect of the freehold parts thereof, Recitals. Condition, if purchaser, &c. peaceably enjoy;

and during the continuance of the said term in respect of the said leasehold parts thereof, peaceably and quietly hold, occupy, and enjoy all and singular the freehold and leasehold hereditaments and premises so purchased by him as aforesaid, without any let, suit, claim, eviction, interruption, or disturbance whatsoever, of, from or by the said E. F., or any person or persons claiming by, from, through, or under, or in trust for him, his ancestors or testators: or, if the said (*purchaser*), his heirs, executors, administrators, or assigns, shall be evicted from, or be dispossessed of, the said premises, or any part thereof, either for the whole, or any part of the estate or interest, so purchased by him as aforesaid, by reason or means or in consequence of any ejectment or ejectments, action or actions, or other proceeding or proceedings, claim or demand, claims or demands, whatsoever, at any time or times hereafter to be brought, commenced, prosecuted, made, or set up by the said E. F., or by any person or persons claiming by, from, through, under, or in trust for him, or his ancestors or testators; Then, if the said (*vendor*), his heirs, executors, administrators, or assigns, should, upon demand, and upon a conveyance being made by the said (*purchaser*), his heirs, executors, administrators, and assigns, unto the said (*vendor*), his heirs, executors, administrators, and assigns, or as he or they shall direct, of so much, and such part and parts, if any, of the said freehold and leasehold premises, as shall then remain vested in the said (*purchaser*), his heirs, executors, administrators, or assigns, after such eviction as aforesaid; or of or from which he or they shall not be evicted or dispossessed as aforesaid, free from all charges and incumbrances (the expenses of such conveyance to be paid by the said (*vendor*), his heirs, executors or administrators), pay or cause to be paid, unto the said (*purchaser*), his executors, administrators, or assigns, the said sum of £——, so paid by him for the purchase aforesaid; and all costs, charges, and expenses, which shall be incurred by him or them, in defending any such action or suit, actions or suits, as aforesaid: Then, the above-written bond shall be void and of no effect; otherwise the same shall be and remain in full force.

rents, without any interruption from certain persons;

or if purchaser, &c., should be evicted;

then if vendor, his heirs, &c., should, on demand and reconveyance of residue (if any) of premises, free from incumbrances, repay purchase-money and costs;

bond to be void.

Signed, sealed and delivered by the above-named —— in the presence of ——.

10. BOND *for quiet Enjoyment, where the Title commenced at too late a Period.*

[BOND, *ut ante*, p. 317.] Obligation.

WHEREAS (*recite conveyance, ut ante*, p. 327): AND WHEREAS the title of the said hereditaments originally produced by the said (*vendor*) to the said (*purchaser*), commenced with an indenture dated the —— day of ——, 19—, purporting to be a conveyance in fee simple of the said premises to T. B.: AND WHEREAS an objection was made, on the part of the said (*purchaser*) to the title of the said (*vendor*) to the said premises, because it commenced at too recent a period; And the said (*vendor*) not being able to produce satisfactory evidence of the early title, it was agreed that, in addition to the ordinary covenants for title implied in the said indenture of even date with these presents, the said (*vendor*) should give to the said (*purchaser*) his bond, with such condition as is hereinafter contained. NOW THE CONDITION of the above-written bond is such, that, if the hereditaments comprised in and intended to be conveyed, by the said indenture of even date with these presents, with the appurtenances, shall henceforth go and remain to the use of the said (*purchaser*), in fee simple, and be peaceably and quietly entered into and upon, and held, occupied, possessed, and enjoyed, and the rents, issues, and profits thereof, and of every part thereof, had, received, and taken accordingly, without the lawful let, suit, eviction, interruption, claim, or demand whatsoever, of or by any person or persons whomsoever: Then the above-written bond shall be void and of no effect; otherwise the same shall be and remain in full force.

Recital of conveyance to purchaser; of commencement of title; objection that vendor, not being able to produce earlier title, offered to give this bond.

Condition, if premises conveyed should remain to the uses declared in the release; and be peaceably enjoyed; and the rents received; bond to be void.

Signed, sealed and delivered by the above-named —— in the presence of — .

11. BOND *to* RESIGN *a* RECTORY *upon Request, after either of the Patron's two Sons is competent to take it* (*y*).

Obligation from one to one.

[BOND *from* (*parson*), *of, &c.*, clerk; *to patron, of, &c., in double the value of the living for the parson's life, ut ante*, p. 317.]

Recital that rectory was vacant by death of last incumbent;

and that patron had presented obligee;

that patron has two sons, and parson has agreed to resign upon request.

WHEREAS the rectory of the church of B., within the county of [*Norfolk*] and diocese of [*Norwich*], is now vacant by the death of (*last rector*), clerk, the last incumbent there; and the above-named (*patron*), being the patron of the said rectory and church, is about to present the above-bound (*parson*) to the said rectory and church of B.: AND WHEREAS the said (*patron*) has two sons, A. B. and C. D., who are infants, and the said (*parson*) has agreed to resign the said living or rectory, upon the request of the said (*patron*), or the patron of the said rectory for the time being, in order that one or other of the said sons of the said (*patron*) (being of sufficient age, and having taken holy orders), may be presented thereto. NOW THE CONDITION of the above-written obligation is such, that, if the said (*parson*) should be duly and actually admitted, instituted, and inducted into the said rectory and church of B., by virtue of and under the presentation of the said (*patron*): and also if either of the said sons of the said (*patron*) should live to take holy orders, and in that event the said (*parson*) should, within six months after request in writing to him made by the said (*patron*), or the owner for the time being of the advowson of the said rectory, at any time whilst such son shall be qualified to hold the said rectory, effectually make void the admittance, institution, and induction of him the said (*parson*) into the said rectory and church, by making a full and absolute legal resignation and renunciation of the same to the bishop of the diocese for the time being; and by procuring the said bishop to accept such resignation; so that the said (*patron*), or the patron or patrons for the time being of the advowson of the said rectory and church, may present to the same such son of the said (*patron*) as shall take orders as aforesaid, free from the title, and all claims and demands of the said (*parson*) therein: or, in case neither of the said sons of the said (*patron*) should become qualified to hold the said rectory during the life of the said (*parson*); or, if no such request in writing as aforesaid

Condition, if obligor should be inducted under the presentation;

and if either of the two sons of patron should live to take orders,

and the obligee should, upon request, resign the rectory,

and procure the bishop to accept such resignation;

or in case no such son should take orders in obligee's life; or

(*y*) As to resignation bonds, see stat. 9 Geo. 4, c. 94.

shall be made to the said parson to resign the said rectory: Then the above-written bond shall be void and of no effect; otherwise the same shall be and remain in full force. no request be made, then bond to be void.

Signed, sealed and delivered by the above-named —— in the presence of ——.

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12. BOND NOT TO CARRY ON BUSINESS *within Half a Mile for a certain Number of Years, nor to solicit Custom of Persons mentioned in a Schedule.*

[BOND, *ut ante*, p. 317.] Obligation.

WHEREAS the above-bound (*obligor*) and the above-named (*obligee*) have lately carried on the business of ——, in partnership, at —— aforesaid: AND WHEREAS the said (*obligor*) and (*obligee*) have dissolved the said partnership; And the said (*obligor*), in consideration of the sum of £—— paid to him by the said (*obligee*), has assigned to the said (*obligee*) All his the said (*obligor's*) share and interest in the stock-in-trade and effects of the said partnership; and has agreed that he will not, either alone or in partnership with any person whomsoever, carry on the said business of a ——, within the distance of half a mile of the said house at ——, during the term of —— years, to be computed from the day of the date of the above-written bond; And that he will not, within the said term of —— years, to be computed either for himself or any person whomsoever, of any of the persons whose names are mentioned or specified in the schedule hereunder written; or, otherwise that he will pay the sum of £—— to the said (*obligee*), as liquidated damages. NOW THE CONDITION of the above-written bond is such, that, if the said (*obligor*) should, either alone or in partnership with any person or persons whomsoever, carry on the said trade or business of ——, or any branch thereof, within the distance of half a mile in any direction of the said house at ——, at any time within the space of —— years to be computed from the day of the date of the above-written bond; or if the said (*obligor*), either by himself or by any other person whomsoever, should at any time within the said space of —— years solicit the custom of any of the persons whose names are specified in the schedule or inventory hereunder written,

Recital of co-partnership;

dissolution;

assignment of retiring partner's share;

and agreement by retiring partner not to carry on business within half a mile;

nor solicit custom of persons mentioned in schedule;

and in case he should, to pay liquidated damages.

Condition that obligor shall not carry on business within half a mile;

nor solicit custom of any of the persons mentioned in the schedule;

to deal either with himself, the said (*obligor*), or with any other person whomsoever in the said trade or business of ——, or any of them; or induce or prevail upon, or attempt to induce or prevail upon, any of the said persons whose names are mentioned in the said schedule not to deal, or to discontinue his, her, or their dealing with the said (*obligee*); Then, and in either of the said cases, if the said (*obligor*), his heirs, executors, or administrators, should forthwith pay to the said (*obligee*), his executors, administrators, or assigns, the full sum of £——, without making any deduction or abatement thereout whatsoever, the said bond or obligation shall be void and of no effect; otherwise the same shall be and remain in full force.

or attempt to induce any of the same persons not to deal with obligee;

under pain of paying liquidated damages.

Signed, sealed and delivered by the above-named —— in the presence of ——.

The Schedule above referred to.

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13. BOND *to secure Payment of* Instalments *of* Purchase-money *of a* Share *of an* Outgoing Partner *and* Interest *thereon, and to* Indemnify *him against the* Liabilities *of the Partnership.*

Obligation. [BOND, *jointly and severally, ut ante*, p. 317.]

Recitals: of partnership; of deed of dissolution and assignment of share;

Whereas the said A. B., C. D., and E. F. have for some time past carried on the trade or business of —— in partnership, under the firm of "B. and Co.," at —— aforesaid: And whereas by an indenture bearing even date with these presents and expressed to be made between the said E. F., of the one part, and the said A. B. and C. D., of the other part, it has been agreed that the said partnership shall be deemed to be determined and stand dissolved as from the —— day of ——, and by the same indenture (among other things) the said E. F. has assigned unto the said A. B. and C. D., their executors, administrators, and assigns, all the share and interest of him the said E. F. in the partnership business and in the stock-in-trade, goodwill, property, effects, debts, and moneys belonging or owing to the partnership or to the said A. B., C. D., and E. F., or any of them in relation

thereto: AND WHEREAS upon the treaty for the said dissolution it was (among other things) agreed that the said A. B. and C. D. should execute and deliver to the said E. F. their bond in the penalty above mentioned, with such condition as is hereinafter mentioned: NOW THE CONDITION of the above-written bond is such that if the said A. B. and C. D., or one of them, or the heirs, executors, or administrators of them, or any of them, should pay to the said A. B., his executors, administrators, or assigns, the sum of £—— in manner following: that is to say, the sum of £—— on the —— day of —— now next ensuing; the sum of £—— on the —— day of —— then next following; and the sum of £—— on the —— day of ——, 19—; together with interest after the rate of 5 per cent. per annum on each of the said days of payment for the said total sum of £——, or for so much thereof as at or immediately before the payment of such instalments respectively shall remain unpaid, without any deduction: AND shall also within —— calendar months from the date hereof pay and discharge all debts, liabilities, and engagements of the said partnership, to the payment, performance, or observance of which the said A. B., C. D., and E. F., or any of them, or the heirs, executors, or administrators of them or any of them now are or may hereafter become liable, and keep indemnified the said A. B., his heirs, executors, administrators, estates and effects against all actions, proceedings, losses, damages, costs, expenses, claims, and demands whatsoever in respect thereof, and also against all costs, damages, and expenses by reason of any action or proceeding which may be brought or instituted by the said A. B. and C. D., or either of them, or their or his executors or administrators in the name or names of the said E. F., his executors or administrators, by virtue of the power in that behalf mentioned in the said indenture of even date herewith, and of any act, matter, or thing relating thereto: Then the above-written bond shall be void; otherwise the same shall be and remain in full force.

of agreement for bond.

Condition for payment of purchase-money by instalments, with interest;

and for indemnity.

Signed, sealed and delivered by the above-named —— in the presence of ——.

14. LLOYD'S BOND.

Acknowledgment of amount stated.

THE —— Company hereby acknowledge themselves to owe to (*creditor*), of, &c., the sum of £—— for lands found and provided, works executed, and materials supplied for the purposes of their undertaking; and the said Company, in consideration of the premises and of the agreement of the said (*creditor*) to forbear and give time for the payment of the said sum of £—— until

Promise to pay.

the day and year hereinafter mentioned, hereby undertake to pay to the said (*creditor*), his executors, administrators, and assigns, the sum of £—— on the —— day of ——, 19—, with interest thereon in the meantime after the rate of —— per cent. per annum, payable half-yearly on the —— day of ——, and the —— day of ——.

Given under the common seal of the —— Company this —— day of ——, 19—.

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15. LLOYD'S BOND. (*Another form.*)

Acknowledgment of amount stated.

THE —— Company. No. —— Bond for £——. The —— Company do hereby acknowledge that they stand indebted to ——, of ——, in the sum of £——, for money due and owing from the said Company to the said ——, and the said Company for themselves, their successors and assigns, hereby covenant with the said

Promise to pay.

——, his executors and administrators to pay to him, his executors, administrators, or assigns, the said sum of £—— upon the —— day of ——, with interest thereon at the rate of £—— per cent. per annum from the date hereof until payment, such interest to be payable half-yearly upon the —— day of ——, and the —— day of —— in each year.

Given under the common seal of the said Company the —— day of ——, 19—.

——, Secretary (L.S.).

N.B.—On production of this bond the interest when due will be paid at the offices of the Company, ——.

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16. TRANSFER *of a* Lloyd's Bond.

I, the undersigned (*transferor*), in consideration of the sum of £—— paid to me by (*transferee*), of, &c., do hereby assign and transfer to the said (*transferee*), his executors, administrators, and assigns, a certain bond numbered —— made by the —— Company to me, bearing date the —— day of ——, for securing the sum of £——, with interest thereon after the rate of —— per cent. per annum, and all my right, estate, and interest in and to the money thereby secured, together with full power for the said (*transferee*), his executors, administrators, or assigns, to demand, sue for, recover, and give valid receipts for the said principal sum of £——, and all interest due or to become due for the same in my name, or in the name of my executors or administrators, and for the purposes aforesaid, or any of them, to execute and do all such instruments and things as shall in his or their opinion be necessary or expedient in that behalf.

In witness, &c.

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17. BOND *for securing an* Annuity *for the* Grantor's Life: *without any other Security, and* Repurchasable.

[BOND, *ut ante*, p. 317.]

Obligation.

Whereas the above-named (*obligee*) has contracted with the above-bounden (*obligor*), for the purchase of an annuity of £——, to be paid to the said (*obligee*), his executors, administrators, and assigns, during the life of the said (*obligor*), for the price of £——; Which sum of £—— the said (*obligee*) has, on the day of the date of the above-written bond, paid to the said (*obligor*), which he the said (*obligor*) hereby acknowledges.

Recital of contract for purchase.

Recital of payment.

NOW THE CONDITION of the above-written bond is such, that if the said (*obligor*) shall pay unto the said (*obligee*), his executors, administrators, or assigns, during the life of him the said (*obligor*), One annuity or yearly sum of £——, clear of all deductions by equal quarterly payments, on the —— day ——, &c., in every year; the first payment thereof to be made on the —— day —— next ensuing the date of the above-written bond: [And also, if the heirs, executors, or administrators of the said (*obligor*)

Condition, payment of annuity,

and proportional part,

shall pay unto the said (*obligee*), his executors, administrators, or assigns, in case the said (*obligor*) should depart this life on any day on which any quarterly payment of the said annuity or yearly sum of £—— shall become due, the whole of such quarterly payment; And if on any other day, in case such day shall happen before any quarterly payment of the said annuity or yearly sum should have become due, Then a proportional part of the quarterly payment of the said annuity or yearly sum of £——, to be computed from the day of the date of the above-written bond to the day of the death of the said (*obligor*); But in case any quarterly payment of such annuity or yearly sum of £—— shall have become due at the time of the decease of the said (*obligor*), then from such of the said quarterly days of payment, next preceding the day of the death of the said (*obligor*), to the day of his decease]; or if the said (*obligor*) shall at any time [after the expiration of three years from the date of the above-written bond] give unto the said (*obligee*), his executors, administrators, or assigns, six calendar months' notice in writing of his intention to repurchase the said annuity of £——; and shall at the end of the said six calendar months from the time such notice shall be given as aforesaid, pay unto the said (*obligee*), his executors, administrators, or assigns, all moneys that shall then be due for the arrears of the said annuity, [together with a proportional part thereof from the last day of payment preceding such repurchase,] up to the day of repurchasing the same as aforesaid; and also the sum of £—— and £——, being the original purchase-money of the said annuity, and half of a year's annuity in advance, as and in full for the repurchase of the said annuity of £—— above secured; Then the above-written bond shall be void and of no effect; otherwise it shall be and remain in full force.

Declaration enabling grantor to repurchase, on giving six months' notice, and repaying original purchase-money, and half a year's annuity in advance.

Signed, sealed and delivered by the above-named —— in the presence of ——.

18. BOND *for securing an* ANNUITY *to a Man for Life, and to his Wife if she should survive him, Repurchasable on Repayment of the Amount of the Price of the Annuity.*

[BOND, *ut ante*, p. 317.] Obligation.

WHEREAS the above-named (*obligee*) has contracted with the above-bounden (*obligor*), for the purchase of an annuity of £——, to be paid to the said (*obligee*), during his life and after his death to (*wife*), his wife, during her life, if she should survive him, at the price of £——. AND WHEREAS upon the purchase of the said annuity, it was agreed that for more effectually securing the payment thereof to the said (*obligee*), the same should be secured by an indenture, bearing even date with the above-written bond or obligation, and made between the said (*obligor*), of the first part, the said (*obligee*), of the second part, and (*trustee*), of, &c., of the third part: AND also by the bond and warrant of attorney of the said (*obligor*). AND WHEREAS the said (*obligee*) has, on the day above written, paid to the said (*obligor*) the said sum of £——, which the said (*obligor*) hereby acknowledges. Recital of contract of purchase. Reference to collateral securities. Of paying consideration.

NOW THE CONDITION of the above-written bond is such, that if the said (*obligor*), his heirs, executors, or administrators, shall pay unto the said (*obligee*) during his life, and after his death to (*wife*), his wife, if she shall survive him, an annuity or yearly sum of £——, clear of all deductions, by equal quarterly payments, on the —— day of ——, &c., in every year, the first payment to be made on the —— day of —— next ensuing the day above written: AND ALSO shall pay unto the executors, administrators, or assigns, of the said (*obligee*) or (*wife*), his wife, in case either of them the said (*obligee*) or (*wife*), his wife, shall depart this life on any day on which any quarterly payment of the said annuity shall become due, the whole of such quarterly payment; [And if on any day before any quarterly payment of the said annuity shall have become due, then a proportional part of the said annuity, to be computed from the day of the date above written to the day of his or her death; And if on any day between any two quarterly days of payment, then a proportional part from the last quarterly day of payment to the day of his or her decease;] Then the above-written bond shall be void and of no effect; otherwise it shall be and remain in full force. Condition, payment of annuity, and proportional part.

Proviso for repurchase.

And it is hereby declared, That in case the said (*obligor*), his heirs, executors, or administrators, shall at any time hereafter be desirous of repurchasing the said annuity, and of such his or their intention shall give unto the said (*obligee*), if he shall then be living, or unto the said (*wife*), his wife, if she shall have survived the said (*obligee*), seven days' notice in writing; And shall, at the expiration of the time to be mentioned in such notice, pay unto the said (*obligee*), if he shall be then living, or to the said (*wife*), his wife, if she shall then have survived the said (*obligee*), the sum of £——, together with all such sums of money as at the time of repurchasing the said annuity shall be due for the arrears thereof; [And also together with a proportional part of the same annuity, up to and including the day of repurchasing the same,] as and in full for the repurchase of the said annuity; Then he the said (*obligee*), if he shall then be living, or the said (*wife*), his wife, if she shall then have survived the said (*obligee*), shall deliver the above-written bond to the said (*obligor*), his heirs, executors, or administrators, cancelled or to be cancelled; And the said annuity shall cease and determine.

Signed, sealed and delivered by the above-named —— in the presence of ——.

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19. BOND *by several* Obligors *for securing an* Annuity *for the* Obligee's Life, *in Consideration of a Conveyance and Surrender of Freehold and Copyhold Premises.*

Obligation.

[BOND, *jointly and severally, ut ante*, p. 317.]

Recital of contract for purchasing annuity in consideration of conveyance and surrender of freehold and copyhold premises.

Whereas the above-bounden (*obligors*) have agreed with the above-named (*obligee*), to grant to him and his assigns, an annuity of £——, for his life: And the consideration for the purchase of the said annuity, is a conveyance and surrender, made or to be made by the said (*obligee*) to the said (*obligors*), their heirs and assigns, as tenants in common, of certain freehold and copyhold messuages, lands, and hereditaments, of him the said (*obligee*), situate in the parish of ——, or elsewhere in the county of ——.

Condition for paying an-

NOW THE CONDITION of the above-written bond is such, that if the said (*obligors*), or any of them, their, or any of their

heirs, executors, or administrators, shall, from time to time, during the life of the said (*obligee*), pay unto the said (*obligee*), or his assigns, One annuity of £——, commencing, from the —— day of —— next preceding the date of the above-written bond, by equal half-yearly payments, on, &c., in every year, clear of all deductions: and shall make the first payment of the said annuity on the —— day of —— next ensuing the date of the said bond, provided the said (*obligee*) shall be then living; [And in the event of the death of the said (*obligee*), in the interval of any of the said half-yearly days of payment, and either before or after the said —— day of —— next, then if the said (*obligors*), or any of them, their, or any of their heirs, executors, or administrators, shall pay unto the executors, administrators, or assigns of the said (*obligee*), [as part of his personal estate], such part of the said annuity of £—— as shall be in proportion to the time which, inclusive of the day of the decease of the said (*obligee*), shall have elapsed prior to his decease, and after the day of payment next preceding that event, or, as the case shall require, next after the —— day of —— last, if the said (*obligee*) should die prior to the —— day of —— next: [And if the said (*obligors*), or any of them, their, or any of their heirs, executors, or administrators, shall pay such proportional part of the said annuity of £——, as soon after the decease of the said (*obligee*) as demand shall be made thereof by the executors, administrators, or assigns of the said (*obligee*), and clear of all deductions,] Then the above-written bond shall be void and of no effect; otherwise it shall be and remain in full force and effect.

nuity for obligee's life.

With proportional part to his decease.

Proportional part.

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20. BOND *for the* Payment *of a* Composition *according to a* Composition Deed.

[BOND, *ut ante*, p. 317.]

Obligation.

Whereas the above-named (*obligee*) has, with other creditors of the above-bounden (*obligor*) agreed to take —— shillings in each £, as a composition in full for every £ owing him by the said (*obligor*), which is to be paid in manner following: —— shillings in each £, a part thereof, on the —— day of ——, 19—, and —— shillings in each £, the residue thereof, on the —— day of ——, 19—; and the said (*obligor*) has agreed to give bond to

Recital of composition.

Recital of

agreement to give bond.

each of the said creditors for the said —— shillings in the £, to be paid at the times aforesaid; AND WHEREAS there was due and owing to the said (*obligee*) at the time of executing the said deed of composition, the sum of £——; NOW THE CONDITION of the above-written bond is such, that if the said (*obligor*), his heirs, executors, or administrators, or any of them, shall pay to the said (*obligee*), his executors, administrators, or assigns, the sum of £—— part of the said debt on [*the day of the first payment*], and the further sum of £—— on [*the day of the second payment*], Then the above-written bond shall be void and of no effect; otherwise the same shall be and remain in full force.

Recital of sum owing, condition, payment according to composition deed.

Signed, sealed and delivered by the above-named —— in the presence of ——.

BUILDING CONTRACTS.

1. AGREEMENT *to* BUILD *a House, &c. where no Architect is employed.*

Parties.

AN AGREEMENT made the —— day of ——, 19—, BETWEEN (*builder*), of, &c. (hereinafter called the builder), of the one part; and (*owner*), of, &c. (hereinafter called the owner), of the other part, whereby it is agreed as follows:—

Builder to erect buildings according to plan.

1. The builder shall forthwith commence, and within the space of —— calendar months from the date of this agreement, erect, build, and completely cover in and finish upon the land of the owner, at —— aforesaid, a dwelling-house and buildings according to the plans and specifications set forth in the schedule hereunder written.

2. All and singular the works aforesaid shall be executed, according to the said plans and specifications, within the time aforesaid, with the best materials, and in a good, workmanlike, and substantial manner, to the satisfaction of the owner in every respect.

3. The builder shall within —— days after the completion of the works, remove all his scaffolding, implements and materials.

4. If the works shall not be completed, or if the said scaffolding, implements, and plant shall not be removed within the times hereinbefore respectively mentioned, then, and in either such case, for every subsequent working day until the completion of the works or the removal of the said scaffolding, implements, and materials, as the case may be, the builder shall pay to the owner £—— as liquidated damages: and it shall be lawful for the owner to deduct any sum which may become payable to him, under or by virtue of this clause, from the money which shall be due to the builder under this agreement.

In case of default, owner may complete and deduct cost.

5. If the builder should from any cause whatsoever fail to complete the said dwelling-house, buildings, and works in the manner or within the time aforesaid, and the owner should give or leave notice in writing of such default at the place of abode of him (the builder), and the builder should not proceed to complete the said buildings and works, within the space of seven days after such notice given or left as aforesaid, Then and in any such case it shall be lawful for the owner, without let or hindrance from the builder, or any person or persons employed by him, to purchase materials, And to employ workmen to complete the said dwelling-house, buildings, and works, And to deduct the costs of such materials, and all such sum and sums of money as he shall pay to such workmen, for the completion of such dwelling-house, buildings, and works out of the money which shall be due to the builder under this agreement: And if the cost of materials and sums so paid to workmen by the owner shall exceed the amount so due to the builder, then the excess shall be paid to the owner by the builder.

Proprietor to pay builder at one payment.

6. The owner shall pay to the builder the sum of £—— within —— days [*or*, months] next after the completion of the said dwelling-house and premises, to his satisfaction as aforesaid.

Additional work to be paid for.

7. If the owner should direct any more work to be done in or about the said dwelling-house and premises than is mentioned in the schedule hereunder written, the owner shall pay to the builder so much money as such extra work, and the materials used therein, shall amount unto, in addition to the said sum of £——; And if it should be thought proper by the owner to diminish or omit any part of the work in the said schedule hereunder written, Then, and

Omitted work to be deducted.

in such case, the builder shall allow out of the said sum of £—— so much money as the work so to be diminished or omitted shall amount unto, upon a reasonable valuation. No extra or additional work shall be done by the builders without the previous order in writing of the owner.

8. All work which may be rendered necessary by reason of the works hereby agreed to be executed by the builders, and also all things which may fairly be inferred from the said plans and specifications, although such works and things respectively may not have been actually specified in the same plans and specification, shall not be deemed to be additional or extra works within the meaning of this agreement, nor shall the builders be entitled to any additional payment in respect thereof.

Arbitration clause.

9. If any dispute or difference should arise touching or concerning the dwelling-house, buildings, and works, hereby covenanted to be made and done as aforesaid, or touching or concerning any other matter or thing whatsoever, relating to the work hereby contracted to be done, or such additional or extra work as aforesaid, Then such dispute or difference shall be referred to the award and determination of two arbitrators to be chosen, one by each party hereto, and in case the said arbitrators disagree, or fail to make an award within —— months after entering on the reference, or after having been called on to act by notice in writing from any party to the submission, then to the award, umpirage, and determination of such person as the said arbitrators shall appoint as umpire.

In witness, &c.

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2. AGREEMENT *for making extensive* Alterations *of, and* Additions *to a* House *in London.*

AN AGREEMENT made the —— day of ——, 19—, Between (*builders*), of, &c., of the one part, and (*owner*), of, &c., of the other part. Whereby it is agreed as follows:—

Agreement for execution of works.

1. The said (*builders*), in consideration of the sum of £——, to be paid to them by the said (*owner*), as hereinafter mentioned, will at their own costs and charges, execute certain works in alterations of and additions to No. 100, —— Street, W., according to the drawings numbered 1 and 2, and the specification severally

signed by them, such several works to be done under the direction and to the entire satisfaction of Messrs. —— (*architects*), of, &c., or other the architects for the time being appointed by the said (*owner*) (who are hereinafter referred to as the architects) to superintend the works in accordance with the requirements of the local authorities, and upon the conditions hereinafter specified.

Builders to provide proper materials, &c.

2. The said (*builders*) shall at their own costs and charges provide all necessary labour, strong and secure scaffolding, moulds, and implements of every kind necessary for carrying on and completing the works, and also all materials required for the due performance of this contract, which are to be the best of their several sorts and kinds mentioned in the said specification.

Notices to local authorities.

3. The builders shall give the proper notices to, and pay the fees of all public bodies and officers entitled thereto, and shall perform and do all things required by them respectively.

Defects to be made good.

4. The architects may at any time inspect the works and materials supplied for the execution of the same. If at any time during the progress of the works above mentioned, any improper or defective materials or workmanship be observed, upon notice being given in writing, the said materials shall be immediately removed from off the premises, or the said workmanship shall be immediately made good at the cost of the said (*builders*); or the architects shall be at liberty to remove or make good the same, as the case may be, and deduct the expense of such removal or making good from the amount of the consideration-money hereinafter mentioned.

Alterations, &c. in works.

5. Should any alteration, variation, or omission be made in the works, the same shall not make void or invalidate this agreement, nor vary the time hereinafter fixed for completion of the works, unless an extension of time shall be allowed by an order in writing of the architect; but the value of any such alteration, variation, or omission as aforesaid shall be estimated by the architects and be added to or deducted from the amount due under or by virtue of this agreement as the case may be. No extra works are to be done without the previous order in writing of the architects.

Bills of quantities.

6. If any errors shall be discovered in the detailed bills of quantities, the same shall be rectified, and an addition to or deduction from the amount payable to the builders under or by virtue of this agreement shall be made accordingly; PROVIDED ALWAYS,

that the builders shall notify in writing to the architects the discovery of any such error within —— days from the date hereof, after which time no question as to the accuracy or otherwise of the said bills of quantities shall be entertained.

Commencement and execution of the works.

7. The works are to be commenced on or before the —— day of ——, 19—, and to be executed in a proper and substantial manner in every respect, and to be completed on or before the —— day of —— next (with the exception of new dining-room and stable building above basement level, which are to be completed on or before the —— day of ——), in default whereof the said (*builders*) shall forfeit and pay to the said (*owner*) the sum of £50 per week as liquidated damages in each case, for every week during which the said works shall remain unfinished. Payments to be made by the said (*owner*), from time to time, as the works progress as hereinafter mentioned. The said specifications and drawings hereinbefore mentioned are to be considered as embracing all the works necessary to be done in order to finish completely the several works therein mentioned, although the details may not be clearly and specifically expressed.

Drawings and specifications.

8. Complete copies of the drawings and specifications, signed by the architects, shall be furnished by them to the builders, for their own use, and shall be kept on the premises in charge of a competent foreman, who shall be constantly at the works and shall be employed by and shall represent the builders for the purpose of receiving notices, orders, and instructions.

Contract not to be assigned, &c.

Cesser of contract on builders' bankruptcy, &c.

9. No part of the work shall be assigned or underlet unless with the consent in writing of the architects. In case of the bankruptcy of the said (*builders*), or of their entering into any composition with their creditors, or of their not proceeding with the works with sufficient dispatch, the architects shall be at liberty, after — days' notice in writing to the said (*builders*), to employ other persons to complete the works, and to take possession of all the material on the site, and to deduct the cost of completion from the sum then due under or by virtue of this agreement to the said (*builders*). The said (*owner*) shall not be liable for any loss of materials, or for injury done to them during the execution of the works.

Payment.

10. The said consideration-money, or sum of £——, shall be paid by instalments, as the works progress, as follows, subject as hereinafter mentioned, that is to say: On the —— day of ——,

19—, £——; on the —— day of ——, 19—, £——; on the —— day of ——, 19—, £——; and on the —— day of ——, 19—, the balance, £——; but no payment made as aforesaid shall exceed 75 per cent. on the value of the work done up to the time of such payment, such value to be determined by the architects.

Injunction.

11. In the event of any proceedings for an injunction or otherwise being instituted and successfully maintained against the said (*owner*) in respect of the said works or new buildings, or any part thereof, the said (*owner*) shall only be liable to pay to the said (*builders*) the actual value of the works executed and properly prepared up to the date of the successful termination of such proceedings, and the consequent stoppage of the works; [the amount so payable to be determined by the architects alone, whose decision shall be final in the matter.] The said (*owner*) shall not be liable in damages or otherwise to the said (*builders*) in respect of any loss or alleged loss caused to them by the stoppage of such work, nor for any materials provided by them in anticipation of such works being carried through or otherwise, except as aforesaid: PROVIDED, NEVERTHELESS, that nothing herein contained shall affect this agreement with reference to any works or buildings which shall not be included in such proceedings, and stopped as aforesaid.

12. (*Arbitration clause.* See *ante*, p. 342.)

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3. AGREEMENT *for a* BUILDING GRANT *in consideration of a perpetual* RENT-CHARGE.

Parties.

AN AGREEMENT made the —— day of ——, 19—, BETWEEN (*grantor*), of, &c. (hereinafter referred to as the grantor), of the one part, and (*grantee*), of, &c. (hereinafter referred to as the grantee), of the other part. WHEREBY IT IS AGREED AND DECLARED as follows, that is to say:—

Agreement for sale and purchase.

1. The grantor shall sell, and the grantee shall purchase, all that piece or parcel of land (*describe parcels*) (all mines and minerals being excepted out of the premises and reserved to the grantor) in fee simple in possession, free from incumbrances at the price, and in consideration of a rent-charge of £—— per annum, to be chargeable upon and issuing out of the said pre-

mises, and to be payable half-yearly on the —— day of ——, and the —— day of ——, in every year, and the first half-yearly payment to be made on the —— day of —— next.

Title. 2. The grantee has examined and is satisfied with the grantor's title to the premises, and hereby accepts the same.

Possession. 3. The grantee shall be at liberty to take possession of the premises immediately after the execution of this agreement for the purpose of erecting and executing the buildings and works hereby agreed to be made.

Grantee to fence off building-land; 4. Within one month from the date of this agreement the grantee will at his own cost sufficiently fence off the premises hereby agreed to be purchased by him, so as to protect the adjoining land from trespass and damage, with a substantial wood paling or with a brick wall at least nine inches thick, to the satisfaction of the grantor, or his architect or surveyor for the time being.

to erect dwelling-houses; 5. Within —— years from the date of this agreement the grantee shall at the like cost erect and complete on the said premises good and substantial messuages or dwelling-houses at the cost of £—— at the least for each messuage or dwelling-house with its appurtenances; and all such messuages or dwelling-houses shall be built of solid brick or stone, with roofs of the best slate or ornamental tiles, and shall have suitable gardens, outbuildings, and offices attached thereto, and proper drains and sewers connected therewith; and each such messuage or dwelling-house and its appurtenances shall be constructed of good well-seasoned and proper materials of all kinds, and be well and sufficiently fenced off as aforesaid from the adjoining premises; and all such messuages, buildings, and works shall be erected, constructed, and executed according to plans, elevations, and specifications to be previously approved by the architect or surveyor for the time being of the grantor, and shall be carried out and completed under the inspection and to the satisfaction in all respects of such architect or surveyor.

to make streets, &c.; 6. The grantee shall be at liberty to make, open and lay out such roads, streets and approaches in, through, over, or upon the said premises hereby agreed to be purchased by him as he shall think proper or advantageous, the plans of all such proposed roads, streets, and approaches being first submitted to and approved of by the architect or surveyor for the time being of the grantor; PROVIDED ALWAYS that all such roads, streets, and approaches,

and the drains and sewers to be connected with the messuages to be built as aforesaid, shall be completed within —— years from the date of this agreement, to the satisfaction in all respects of such architect or surveyor as aforesaid.

to deposit copies of plans.

7. When and so soon as any plans or elevations of the said messuages, buildings and works hereby agreed or authorised to be erected, constructed, and executed, shall have been approved by the architect or surveyor for the time being of the grantor, the grantee shall at his own cost cause good and accurate copies or tracings thereof to be deposited with such architect or surveyor, and no messuage, building, or work whatever shall be erected, constructed, or executed by the grantee upon the premises hereby agreed to be purchased by him, or upon any part thereof, except only in accordance and conformity with the stipulations and provisions herein contained respecting the erection, construction, and execution of the messuages, buildings, and works hereby agreed or authorised to be erected, constructed, and executed on the said premises.

Conveyance.

8. When and so soon as the architect or surveyor for the time being of the grantor shall certify in writing that the said messuages, buildings, and works, hereby agreed to be erected, constructed, and executed, have been completed to his satisfaction, the grantor shall make and execute to the grantee, and the grantee shall accept a grant or conveyance of the premises hereby agreed to be purchased, and the grantee shall also execute a counterpart thereof; such grant or conveyance, and the counterpart thereof, shall be prepared by the solicitors of the grantor at the cost of the grantee.

Contents of conveyance.

9. The said grant or conveyance shall be made to the uses following, that is to say:—to the use that the grantor, his heirs and assigns, may, as from the date of the execution of this agreement, receive a clear rent-charge of £—— per annum, to be payable at the times and in manner aforesaid, and subject to and charged with the said rent-charge, and the usual powers and remedies for enforcing payment thereof, to the use of the grantee in fee simple; and shall also contain the following covenants by the grantee, that is to say:—to pay the said yearly rent-charge clear of all deductions; to allow the grantor to get, and work, and carry away the mines and minerals in and under the premises hereby agreed to be purchased, the grantor making compensation for

damage occasioned thereby; to keep the said messuages and buildings hereby agreed to be erected and constructed in good and tenantable repair and condition, and insured against loss or damage by fire in some public insurance office to be approved by the grantor in a sum not less than two-thirds of the value thereof; and to produce the policies and receipts for payment of the last premium to the grantor on demand; and not to use, nor permit to be used, without the previous consent in writing of the grantor, his heirs or assigns, any of the said messuages or buildings for any purpose whatever, except as a private dwelling-house, nor to alter, nor permit to be altered, without such consent as aforesaid the plan or elevation of any of the said messuages or buildings; nor to erect, construct, or execute without such consent as aforesaid, on the premises hereby agreed to be purchased, or any part thereof, any other messuage, building or work, other than such as are hereinbefore agreed or authorised to be erected, constructed, and executed: And shall also contain a power or proviso for re-entry by the grantor, his heirs and assigns, in case the said rent-charge, or any part thereof, shall fall —— months in arrear, or in case the grantee shall fail to observe and perform the covenants to be contained in the said grant or conveyance, and on his part to be observed and performed.

If grantee shall fail to perform stipulations, grantor may re-enter.

10. If the said yearly rent-charge, or any part thereof, shall at any time before the execution of the said grant or conveyance, be in arrear and unpaid for —— weeks after any of the days hereinbefore appointed for payment of the same, or if the grantee shall not within the time, and in manner aforesaid, complete the said messuages, buildings, and works hereby agreed to be erected, constructed, and executed, or shall for —— weeks discontinue the erection, construction, or execution of the same respectively, or shall fail to carry out into complete effect the agreements herein contained, then and in any such case it shall be lawful for the grantor at any time thereafter to re-enter upon the said premises and take possession of the same, and of all buildings and materials erected and being thereon, and thereupon this agreement shall become absolutely void.

11. [*Arbitration clause, ante,* p. 342.]

As WITNESS, &c.

4. BOND *from Builders, and their Sureties, for the due Performance of a Contract for* BUILDING A SCHOOL, *and altering and repairing a House.*

Obligations to trustees for the managers of parish schools, from two principals, jointly and severally, with a separate guaranty from two sureties severally, in an additional penalty.

KNOW ALL MEN BY THESE PRESENTS, That we (*builders*), both of, &c., are jointly and severally bound to (*trustees*), of, &c. (the trustees nominated by and on behalf of the managers of the schools of the parish of ——, in the county of ——), in the penal sum of £——: AND that we (*sureties*), of, &c. (as the sureties for the said (*builders*), their executors and administrators), are severally and respectively bound to the said (*trustees*), in the penal sums of £——: ALL the said several sums to be paid to the said (*trustees*), or their certain attorney or attorneys, executors, administrators, or assigns. FOR which payment to be made by us the said (*builders*), We the said (*builders*), bind ourselves, jointly and severally; And for which several payments to be well and truly made by us, the said (*sureties*), respectively, We the said (*sureties*), respectively, bind ourselves respectively by these presents; Sealed with our seals: Dated the —— day of ——, 19—.

Recital of contract to erect schools, &c.;

WHEREAS the above-bounden (*builders*) have lately entered into a contract in writing with the managers of the schools of the parish of —— aforesaid, whereby they have contracted with the said managers to do the whole of the works, in erecting and completely finishing the buildings of an intended new school, with the outbuildings, staircases, &c. attached thereto; and to make alterations and reparations in the present house in —— Street, belonging to the said managers, in every respect agreeably to the drawings, agreements, conditions, clauses, and particulars mentioned, specified, particularised, and contained in a certain paper or writing intituled, "(*title of paper*)," for the sum of £——: AND WHEREAS, at the time of entering into such agreement as aforesaid, by the said (*builders*), the said (*sureties*), as their sureties, agreed to execute the above-written bond for the due performance of the several works so contracted to be done as aforesaid, according to the specification aforesaid. NOW THEREFORE THE CONDITION of the above-written bond is such, that, if the above-bounden (*builders*), or either of them, or the heirs, executors, or administrators of them or either of them, should observe and perform all the stipulations and provisions in the said contract

and agreement that principals and sureties should give bond for due performance of contract.

Condition for due performance of contract.

mentioned, and on their or his parts or part to be observed and performed, and should within —— calendar months from the date of the above-written bond or obligation, execute, and completely finish, or cause to be executed, and completely finished, all and singular the several erections, buildings, alterations, repairs, and other works particularised in the hereinbefore-mentioned specification, conformably to the same specification in all respects whatsoever, and in a good and workmanlike manner, to the satisfaction of the architect, for the time being, of the said managers: But, so that no variation in the terms of the said contract, nor extension of time given to the said (*builders*), or either of them, or the executors or administrators of them or either of them, beyond the original or enlarged time provided in the said contract for completing the said works, or performing any of the stipulations therein contained, nor any other delay or forbearance on the part of the said (*trustees*), or of the said managers, or their architect, for the time being, shall in any way release the said (*sureties*), or either of them, or the heirs, executors, or administrators of them or either of them, from their or his liability, under the above-written bond: Then the above-written bond shall be void and of no effect; otherwise the same shall be and remain in full force.

Signed, sealed and delivered by the above-named —— in the presence of ——.

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5. AGREEMENT *and* SCHEDULE *of* CONDITIONS *for* BUILDING CONTRACTS.

(*This form, sanctioned by the Royal Institute of British Architects, and published by their permission, is now under revision.*)

NOTE.—This form is applicable where quantities do not form part of the contract, and requires to be varied and to have the blanks filled in to meet the special circumstances of each contract.

ARTICLES OF AGREEMENT made the —— day of ——, 19—, BETWEEN ——, of ——, in the county of —— (hereinafter called "the employer"), of the one part, and ——, of ——, and

——, of ——, in the county of ——, builder (*a*), —— (hereinafter called "the contractor"), of the other part. WHEREAS the employer is desirous of (*b*) ——, at ——, and has caused drawings and a specification describing the work to be done to be prepared by ——, of ——, his architect: AND WHEREAS the said drawings numbered 1 to —— inclusive, and the specification marked "A," have been signed by or on behalf of the parties hereto: AND WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth in the schedule hereto (hereinafter referred to as "the said conditions"), the works shown upon the said drawings and described in the said specification for the sum of ——: NOW IT IS HEREBY AGREED as follows:—

1. In consideration of the sum of —— to be paid at the times and in the manner set forth in the said conditions, the contractor will upon and subject to the said conditions execute and complete the works shown upon the said drawings and described in the said specification.

2. The employer will pay the contractor the said sum of —— or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

3. The term "the architect" in the said conditions shall mean the said —— or, in the event of his death or ceasing to be the architect for the purpose of this contract, such other person as shall be nominated for that purpose by the employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the arbitrator mentioned in the said conditions. PROVIDED ALWAYS that no person subsequently appointed to be architect under this contract shall be entitled to disregard or overrule any decision or approval or direction given or expressed by the architect for the time being.

4. Any reference in the said conditions to the bills of quantities shall not have the effect of constituting them part of this contract.

5. The said conditions shall be read and construed as forming part of this agreement, and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations,

(*a*) Insert "s and co-partners" if such is the fact.
(*b*) State nature of intended works.

and perform the agreements on their parts respectively in such conditions contained.

As WITNESS our hands this —— day of ——, 19—.

Signed by the said —— in the presence of ——.

Signed by the said —— in the presence of ——.

SCHEDULE OF CONDITIONS OF CONTRACT.

Drawings and specification.

1. The works shall be carried out in accordance with the directions and to the reasonable satisfaction of the architect, in accordance with the signed drawings and specification, and in accordance with such further drawings, details, instructions, directions, and explanations as may from time to time be given by the architect. If the work shown on any such further drawings or details or necessary to comply with any such instructions, directions, or explanations, be, in the opinion of the contractor, extra to that comprised in the contract, he shall, before proceeding with such work, give notice in writing to this effect to the architect. In the event of the architect and contractor failing to agree as to whether or not there is any extra, and of the architect deciding that the contractor is to carry out the said work, the contractor shall accordingly do so, and the question whether or not there is any extra, and if so the amount thereof, shall, failing agreement, be settled by the arbitrator as provided in clause 32, and the contractor shall be paid accordingly. The contract drawings and specification shall remain in the custody of the architect, and shall be produced by him at his office as and when required by the employer or by the contractor.

Copies of drawings and specification.

2. One complete copy of all drawings and of the specification shall be furnished by the architect free of cost to the contractor for his own use. The architect shall furnish to the contractor, within —— days after the receipt by him of a request for the same, any details which in the opinion of the architect are necessary for the execution of any part of the work, such request to be made only within a reasonable time before it is necessary to execute such work in order to fulfil the contract. Such copies and details shall be kept on the works until the completion thereof, and the architect or his representative shall at all reasonable times have access to the same, and they shall be returned to the architect by the contractor on the completion of the contract.

Copy of estimate.

3. The contractor shall on the signing thereof furnish the architect with a verified (*c*) —— copy of the original estimate for his sole use or that of the surveyor appointed as in clause 13 hereof, and for the purposes only of this agreement.

Contractor to provide everything necessary.

4. The contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the drawings and specification taken together, whether the same may or may not be particularly shown on the drawings or described in the specification, provided that the same is reasonably to be inferred therefrom; and if the contractor find any discrepancy in the drawings, or between the drawings and specification, he shall immediately refer the same to the architect, who shall decide which shall be followed. Figured dimensions are to be followed in preference to the scale.

Local and other authorities: notices, &c.

5. The contractor shall conform to the provisions of any Acts of Parliament relating to the works, and to the regulations and by-laws of any local authority, and of any water and lighting companies with whose systems the structure is proposed to be connected, and shall, before making any variation from the drawings or specification that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made, and the reason for making it, and apply for instructions thereon. In case the contractor shall not in due course receive such instructions he shall proceed with the work, conforming to the provision, regulation, or by-law in question, and any variation so necessitated shall be dealt with under clause 13. The contractor shall give all notices required by the said Acts, regulations, or by-laws to be given to any local authority, and pay all fees payable to any such authority, or to any public officer in respect of the works.

Setting out of work.

6. The contractor shall set out the works, and during the progress of the building shall amend, at his own cost, any errors arising from inaccurate setting out, unless the architect shall decide to the contrary.

Materials, &c. to conform to specification.

7. All materials and workmanship shall be of the respective kinds described in the specification, and the contractor shall upon the request of the architect furnish him with vouchers to prove that the materials are such as are specified.

(*c*) The word "sealed" to be inserted if so agreed.

Foreman.

8. The contractor shall keep constantly on the works a competent general foreman, and any directions or explanations given by the architect to such foreman shall be held to have been given to the contractor.

Dismissal of workmen by architect.

9. The contractor shall, on the request of the architect, immediately dismiss from the works any person employed thereon by him who may, in the opinion of the architect, be incompetent or misconduct himself, and such person shall not be again employed on the works without the permission of the architect.

Access for architect to works.

10. The architect and any person authorised by him shall at all reasonable times have access to the works, and the architect and his representatives shall at like times have access to the workshops of the contractor or other places where work is being prepared for the building.

Clerk of works.

11. The clerk of works shall be considered to act solely as inspector and under the architect, and the contractor shall afford him every facility for examining the works and materials.

Variation and extras.

12. The contractor shall, when authorised by the architect, or as provided by clause 5, vary by way of extra or omission from the drawings or specification; such authorisation is to be sufficiently proved by any writing or drawing signed by the architect or by any subsequent written approval by him, but the contractor shall make no variation without such authorisation. No claim for an extra shall be allowed unless it shall have been executed under the provisions of clause 5, or by the authority of the architect as herein mentioned. Any such extra is hereinafter referred to as an authorised extra.

Price for extras; how ascertained.

13. No variation shall vitiate the contract; but all authorised extras for which a price may not have been previously agreed, and any omission which may have been made with the knowledge of the architect, or without his knowledge, provided he subsequently give a written sanction to such omission, shall be measured and valued, as hereinafter provided, by (*d*) ——; and a copy of the bill or statement of such measurement and valuation shall be given to the contractor. The fees for so measuring and valuing the variations shall be added to the contract sum. If in the opinion of the architect the work cannot be properly measured and valued, day work prices shall be allowed therefor, provided

(*d*) Insert "the architect," or the name of a surveyor.

that vouchers specifying the time and materials employed shall have been delivered for verification to the architect, or his nominee, at or before the expiration of the week following that in which such work shall have been done. The variations shall be valued at the rates contained in the contractor's original estimate, or, where the same may not apply, at rates proportionate to the prices therein contained. The amount to be allowed on either side in respect of the variations so ascertained shall be added to or deducted from the contract sum, as the case may be.

Bills of quantities; expenses of.

14 (*e*). The fees for the bills of quantities and the surveyor's expenses (if any) stated therein shall be paid by the contractor to the surveyor named therein out of and immediately after receiving the amount of the certificate or certificates in which they shall be included. The fees chargeable under clause 13 shall be paid by the contractor before the issue by the architect of the certificate for the final payment. If the contractor fails or neglects to pay as herein provided, then the employer shall be at liberty, and is hereby authorised, to do so on the certificate of the architect, and the amount so paid by the employer shall be deducted from the amount otherwise due to the contractor.

Unfixed materials when taken into account to be property of employer.

15. When the contractor shall have received payment of any certificate in which the architect shall have stated that he has taken into account the value of any unfixed materials intended for the works, and placed by the contractor thereon, or upon ground adjacent thereto, all such materials shall become the property of the employer, and shall not be taken away, except for the purpose of being used on the building, without the written authority of the architect; and the contractor shall be liable for any loss of or damage to such materials.

Power to architect to order removal of improper work.

16. The architect shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the architect are not in accordance with the specification or the instructions of the architect, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifica-

(*e*) In cases where the surveyor is engaged by the employer to be paid direct by him the first sentence of this clause will come out.

tion or instructions; and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry out such order, the employer shall have power to employ and pay other persons to carry out the same; and all expenses consequent thereon or incidental thereto shall be borne by the contractor, and shall be recoverable from him by the employer, or may be deducted by the employer from any moneys due or that may become due to the contractor.

Defects after completion.

17. Any defects, shrinkage, or other faults which may appear within —— months from the completion of the works, arising in the opinion of the architect from materials or workmanship not in accordance with the drawings and specification or the instructions of the architect, or any damage to pointing by frost appearing within the like period, shall upon the directions in writing of the architect, and within such reasonable time as shall be specified therein, be amended and made good by the contractor at his own cost, unless the architect shall decide that he ought to be paid for the same; and in case of default the employer may employ and pay other persons to amend and make good such defects, shrinkage, or other faults or damage, and all expenses consequent thereon or incidental thereto shall be borne by the contractor and shall be recoverable from him by the employer, or may be deducted by the employer from any moneys due or that may become due to the contractor. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the architect, as provided in clause 20, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the contractor, and been subject to the provisions of this and the preceding clause.

Work to be opened up at request of architect.

18. The contractor shall, at the request of the architect, within such time as the architect shall name, open for inspection any work covered up; and should the contractor refuse or neglect to comply with such request, the architect may employ other workmen to open up the same. If the said work has been covered up in contravention of the architect's instructions, or if on being opened up it be found not in accordance with the drawings and specification or the instructions of the architect, the expenses of opening and covering it up again, whether done by the contractor or such other workmen, shall be borne by, and recoverable from, the con-

tractor, or may be deducted as aforesaid. If the work has not been covered up in contravention of such instructions, and be found in accordance with the said drawings and specification or instructions, then the expenses aforesaid shall be borne by the employer and be added to the contract sum; PROVIDED ALWAYS that in the case of foundations, or of any other urgent work so opened up and requiring immediate attention, the architect shall, within a reasonable time after receipt of notice from the contractor that the work has been so opened, make or cause the inspection thereof to be made, and at the expiration of such time, if such inspection shall not have been made, the contractor may cover up the same, and shall not be required to open it up again for inspection except at the expense of the employer.

Assignment or sub-letting.

19. The contractor shall not, without the written consent of the architect, assign this agreement or sub-let any portion of the works.

Sub-contractors.

20. All specialists, merchants, tradesmen, or others executing any work, or supplying any goods for which prime cost prices or provisional sums are included in the specification, who may at any time be nominated, selected or approved by the architect are hereby declared to be sub-contractors employed by the contractor; but no such sub-contractor shall be employed upon the works against whom the contractor shall make what the architect considers reasonable objection, or who will not enter into a contract with the contractor upon terms and conditions consistent with those in this contract, and securing the due performance and maintenance of the work supplied or executed by such sub-contractor, and indemnifying the contractor against any claims arising out of the misuse by the sub-contractor or his workmen of any scaffold erected or plant employed by the contractor, or that may be made against the contractor in consequence of any act, omission, or default of the sub-contractor, his servants or agents, and against any liability under the Workmen's Compensation Act, 1906, or any amendment thereof.

Damage to person and property.

21. The contractor shall be responsible for all structural and decorative damage to property, and for injury caused by the works or workmen to persons, animals, or things, and shall hold the employer harmless in respect thereof, and also in respect of any claim made under the Workmen's Compensation Act, 1906, or any amendment thereof, by any person in the employ of the con-

tractor. He shall also be responsible for all injuries caused to the buildings, the subject of this contract, by frost or other inclemency of weather, and shall reinstate all damage caused by the same, and thoroughly complete the whole of the works.

Insurance

22 (*f*).—(a) The contractor shall insure the works, and keep them insured until they are delivered up, against loss or damage by fire, in an office to be approved by the architect, in the joint names of the employer and contractor, for the full value of the works executed, and shall deposit with the architect the policies and receipts for the premiums paid for such insurance; and in default the employer may insure the works and deduct the premium paid from any moneys due or which may become due. All moneys received under any such policies are to be paid to the contractor by instalments on the certificates of the architect, and to be applied in or towards the rebuilding or reparation of the works destroyed or injured. The contractor shall, as soon as the claim under the policy is settled, proceed with all due diligence with the rebuilding or reparation, and shall not be entitled to any payment in respect thereof other than the said moneys received, but such extension of the time hereinafter mentioned for completion shall be made as shall be just and reasonable. (b) The whole building and the works executed under this contract shall be at the sole risk of the employer as regards any loss or damage by fire, and in the event of any such loss or damage being so occasioned which affects the original building or structure in addition to the new work, the contractor shall be entitled to receive from the employer the full value of all work then executed and materials then delivered, calculated in the manner provided for by clause 13 hereof, and this contract, so far as it relates to any subsequent work, may at the option of either party be determined if in the opinion of the arbitrator such determination shall be just and equitable.

Date of completion.

23. Possession of the site [*or,* premises] shall be given to the contractor on or before the —— day of ——. He shall begin the works immediately after such possession, shall regularly proceed with them, and shall complete the same (except painting and papering or other decorative work which in the opinion of the

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(*f*) In this clause division (a) applies to a new building, and division (b) to an existing building to be altered. (a) or (b) should be struck out to suit circumstances.

architect it may be desirable to delay) by the —— day of ——, subject, nevertheless, to the provisions for extension of time hereinafter contained.

Damages for non-completion.

24. If the contractor fail to complete the works by the date named in clause 23, or within any extended time allowed by the architect under these presents, and the architect shall certify in writing that the works could reasonably have been completed by the said date, or within the said extended time, the contractor shall pay or allow to the employer the sum of —— sterling per (*g*) —— as liquidated and ascertained damages for every (*g*) —— beyond the said date or extended time, as the case may be, during which the works shall remain unfinished, except as provided by clause 23, and such damages may be deducted by the employer from any moneys due to the contractor.

Extension of time.

25. If in the opinion of the architect the works be delayed by *force majeure* or by reason of any exceptionally inclement weather, or by reason of instructions from the architect in consequence of proceedings taken or threatened by or disputes with adjoining or neighbouring owners, or by the works or delay of other contractors or tradesmen engaged or nominated by the employer or the architect, and not referred to in the specification, or by reason of authorised extras or additions, or in consequence of any notice reasonably given by the contractor in pursuance of clause 1, or by reason of any local combination of workmen or strikes or lock-out affecting any of the building trades, or in consequence of the contractor not having received in due time necessary instructions from the architect for which he shall have specifically applied in writing, the architect shall make a fair and reasonable extension of time for completion in respect thereof. In case of such strike or lock-out the contractor shall, as soon as may be, give to the architect written notice thereof. But the contractor shall, nevertheless, use his best endeavours to prevent delay, and shall do all that may reasonably be required to the satisfaction of the architect to proceed with the works.

Suspension of works by contractor

26. If the contractor, except on account of any legal restraint upon the employer preventing the continuance of the works, or on account of any of the causes mentioned in clause 25, or in case of a certificate being withheld or not paid when due, shall suspend

(*g*) Insert "day" or "week" as may be agreed.

the works, or in the opinion of the architect shall neglect or fail to proceed with due diligence in the performance of his part of the contract, or if he shall more than once make default in the respects mentioned in clause 16, the employer by the architect shall have power to give notice in writing to the contractor requiring that the works be proceeded with in a reasonable manner and with reasonable dispatch. Such notice shall not be unreasonably or vexatiously given, and must signify that it purports to be a notice under the provisions of this clause, and must specify the act or default on the part of the contractor upon which it is based. After such notice shall have been given, the contractor shall not be at liberty to remove from the site or works, or from any ground contiguous thereto, any plant or materials belonging to him which shall have been placed thereon for the purposes of the works; and the employer shall have a lien upon all such plant and materials, to subsist from the date of such notice being given until the notice shall have been complied with. PROVIDED ALWAYS that such lien shall not under any circumstances subsist after the expiration of thirty-one days from the date of such notice being given unless the employer shall have entered upon and taken possession of the works and site as hereinafter provided. If the contractor shall fail for —— days after such notice has been given to proceed with the works as therein prescribed, the employer may enter upon and take possession of the works and site, and of all such plant and materials thereon (or on any ground contiguous thereto) intended to be used for the works, and all such materials as above mentioned shall thereupon become the property of the employer absolutely, and the employer shall retain and hold a lien upon all such plant until the works shall have been completed under the powers hereinafter conferred upon him. If the employer shall exercise the above power he may engage any other person to complete the works, and exclude the contractor, his agents and servants, from entry upon or access to the same, except that the contractor or any one person nominated by him may have access at all reasonable times to inspect, survey, and measure the works. And the employer shall take such steps as in the opinion of the architect may be reasonably necessary for completing the works without undue delay or expense, using for that purpose the plant and materials above mentioned in so far as they are suitable and adapted to such use. Upon the completion of the works the

architect shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the contractor as aforesaid and in completing the works by other persons. Should the amount so certified as the expenses properly incurred be less than the amount which would have been due to the contractor upon the completion of the works by him, the difference shall be paid to the contractor by the employer; should the amount of the former exceed the latter, the difference shall be paid by the contractor to the employer. The employer shall not be liable to make any further payment or compensation to the contractor for or on account of the proper use of the plant for the completion of the works under the provisions hereinbefore contained other than such payment as is included in the contract price. After the works shall have been so completed by persons other than the contractor under the provisions hereinbefore contained, the employer shall give notice to the contractor of such completion, and may require him from time to time, before and after such completion, to remove his plant and all such materials as aforesaid as may not have been used in the completion of the works from the site. If such plant and materials are not removed within a reasonable time after notice shall have been given, the employer may remove and sell the same, holding the proceeds, less the cost of the removal and sale, to the credit of the contractor. Any notice to be given to the contractor under this clause shall be given by leaving the same at the place of business of the contractor, or by registered letter sent to him at that address.

"Prime cost," meaning of.

27. The words "prime cost" or the initials P. C. applied in the specification to goods to be obtained and fixed by the contractor, shall mean, unless otherwise stated in the specification, the sum paid to the merchant after deducting all trade discount for such goods in the ordinary course of delivery, but not deducting discount for cash, and such sum shall be exclusive of special carriage, the cost of fixing, and contractor's profit.

Provisional sums.

28. The provisional sums mentioned in the specification for materials to be supplied or for work to be performed by special artists or tradesmen, or for other works or fittings to the building, shall be paid and expended at such times and in such amounts and to and in favour of such persons as the architect shall direct, and sums so expended shall be payable by the contractor without discount or deduction, or (without prejudice to any rights of the

contractor existing under the contract referred to in clause No. 20) by the employer to the said artists or tradesmen. The value of works which are executed by the contractor in respect of provisional sums, or in additional works, shall be ascertained as provided by clause 13. At the settlement of the accounts the amount paid by the contractor to the said artists or tradesmen, and the said value of such works executed by the contractor, shall be set against all such provisional sums or any sum provided for additional works, and the balance, after allowing *pro ratâ* for the contractor's profits at the rates contained in the contractor's original estimate, shall be added to or deducted from the contract sum, provided that in estimating the amounts paid as last herein provided no deductions shall be made by or on behalf of the employer in respect of any damages paid by the sub-contractor to the contractor, the intention being that the contractor and not the employer shall have the benefit of any such damages.

Artists, &c., engaged by employer.

29. The contractor shall permit the execution of work by any other artists or tradesmen who may be engaged by the employer.

Payment and certificate.

30. The contractor shall be entitled under the certificates to be issued by the architect to the contractor, and within —— days of the date of each certificate, to payment by the employer from time to time by instalments, when in the opinion of the architect work to the value of —— (or less at the reasonable discretion of the architect) has been executed in accordance with the contract, at the rate of —— per cent. of the value of work so executed in the building, until the balance in hand amounts to the sum of ——, after which time the instalments shall be up to the full value of the work subsequently executed. The contractor shall be entitled, under the certificate to be issued by the architect, to receive payment of —— being a part of the said sum of —— when the works are practically completed, and in like manner to payment of the balance within a further period of —— months, or as soon after the expiration of such period of —— months as the works shall have been finally completed, and all defects made good according to the true intent and meaning hereof, whichever shall last happen. The architect shall issue his certificates in accordance with this clause. No certificate of the architect shall of itself be considered conclusive evidence as to the sufficiency of any work or materials to which it relates so as to relieve the contractor from his liability to execute the works in all respects in accordance with the terms

and upon and subject to the conditions of this agreement or from his liability to make good all defects as provided thereby.

Non-payment by employer.

31. Should the employer not pay the contractor any sum certified by the architect within the times respectively named in clause 30, the contractor shall give written notice to the employer of the non-payment, and should the employer not pay any such sum within the period of —— days from the date of delivery of such notice at the employer's address or sent to him there in the ordinary course of post by registered letter, or if the employer shall become bankrupt or file any petition for liquidation of his affairs, and if his trustee in bankruptcy shall repudiate this contract, or if the trustee shall be unable to show within —— days to the reasonable satisfaction of the contractor his ability to carry out the contract, and to make all payments due or to become due thereunder, or if the works be stopped for —— months under an order of the architect or any Court of law, the contractor shall be at liberty to determine the contract by notice in writing to the architect, and to recover from the employer payment for all work executed and for any loss he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the contract. In arriving at the amount of such payment the rates contained in the contractor's original estimate shall be followed, or, where the same may not apply, rates proportionate to the prices therein contained.

Arbitration.

32. PROVIDED ALWAYS that in case any dispute or difference shall arise between the employer or the architect on his behalf and the contractor, either during the progress of the works or after the determination, abandonment, or breach of the contract, as to the construction of the contract or as to any matter or thing arising thereunder (except as to the matters left to the sole discretion of the architect under clauses 4, 9, 16, and 19, and the exercise by him under clause 18 of the right to have any work opened up), or as to the withholding by the architect of any certificate to which the contractor may claim to be entitled, then either party shall forthwith give to the other notice of such dispute or difference, and such dispute or difference shall be and is hereby referred to the arbitration and final decision of —— or, in the event of his death or unwillingness or inability to act, of ——, or, in the event of his death or unwillingness or inability to act, of a person to be appointed on the request of either party by the President for

the time being of the Royal Institute of British Architects, and the award of such arbitrator shall be final and binding on the parties. Such reference, except on the question of certificate, shall not be opened until after the completion or alleged completion of the works, unless with the written consent of the employer or architect and the contractor. The arbitrator shall have power to open up, review, and revise any certificate, opinion, decision, requisition or notice, save in regard to the said matters expressly excepted above, and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no such certificate, opinion, decision, requisition, or notice had been given. Upon every or any such reference the costs of and incidental to the reference and award respectively shall be in the discretion of the arbitrator, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act, 1889.

BUILDING SOCIETIES.

1. RULES *for a* PERMANENT BUILDING SOCIETY.

Name and Objects of the Society.

Name. 1. THE name of this society shall be "—— Building Society" (*a*).

Objects. 2. The society is permanent, and is established for the purpose of raising, by the subscriptions of the members, a stock or fund for making advances to members out of the funds of the society, upon security of freehold, copyhold, or leasehold estate, by way of mortgage.

(*a*) The last words in the name must be "Building Society."

Monthly Subscription Meetings.

Chief office. 3. The chief office of the society shall be ——, or such other place in the county of —— as may be determined by the directors.

Monthly meetings. 4. A monthly subscription meeting shall be held at the chief office on the (*first Monday*) in every month, at such time or times as the directors may consider most convenient for the members.

Subscriptions. 5. The directors may, if they think fit, in order to facilitate the transaction of business, cause the offices of the society to be kept open for the receipt of subscriptions, on all or any of the days of the month other than that fixed for the monthly subscription meetings; but all payments made on such other days shall be deemed to have been made, for all purposes of these rules, at the monthly subscription meeting next after such payments shall have been made.

Branch offices. 6. A branch office, or branch offices, may be opened by the directors if they think fit, and the directors shall make such arrangements for the business of the society at such office or offices, including the receipt of subscriptions, as they may deem necessary.

Annual Meetings.

Ordinary general meetings. 7. An annual general meeting of the members shall be held in the month of February in every year at such time and at the chief office of the society, or at such place within three miles thereof (but within the same county), as the directors may determine.

8. At such annual meeting an account and statement in the form for the time being prescribed for use by the Chief Registrar of Friendly Societies (with any supplementary accounts considered by the directors to be desirable), regularly audited, together with a report from the directors of the state of the affairs of the society, shall be laid before the members.

Special General Meetings.

Special meetings. 9. The directors may, whenever they think fit, and shall, upon a requisition in writing signed by ten members of at least twelve months' standing, convene a special general meeting. Any such requisition made by members, shall express the object of the meet-

ing proposed to be called, and shall be left with the secretary at the chief office, together with a deposit of £2. Upon the receipt of such requisition, the secretary shall, in the name of the directors, proceed forthwith to convene a special general meeting. The notice convening a special general meeting must specify the business to be laid before the meeting; and a copy of such notice, giving the time and place of meeting, shall be served upon each member of the society seven days at least before the time fixed for such meeting.

Notice of.

10. The business transacted at a special general meeting shall be confined to that mentioned in the notice convening the meeting.

Expenses of.

11. The expenses connected with the convening and holding of a special general meeting in pursuance of a requisition, shall be borne and paid by the members signing the requisition, unless a majority of the members present at the meeting shall, by resolution, declare that such expenses ought to be paid out of the funds of the society.

Conduct of General Meetings.

Chairman.

12. The chairman of the directors shall be entitled to take the chair at every general meeting; if there be no chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, the members present shall choose another director as chairman; and if no director be present, or willing to take the chair, then the members present shall choose one of their number to be chairman.

Keeping order.

13. The chairman shall be empowered to keep order at the meetings. If any member shall, in the opinion of the majority of the members present at such meeting, conduct himself in a disorderly manner, he shall for such offence pay a fine not exceeding 10*s*., and such fine shall be placed to the debit of his account.

Voting.

14. All questions shall be decided by a majority of votes, except when otherwise provided for. No member shall be entitled to more than one vote, and in all cases of equality of votes, the chairman of the meeting shall have an additional or casting vote. Seven members shall be a quorum.

15. No director or other member shall vote on any question concerning his own interest or conduct, nor shall be present when the votes on such question are taken, but he may be present during the discussion of such question.

16. Members whose subscriptions are more than one month in arrear shall not be entitled to attend any meeting nor vote on any question. Members in arrear.

17. Members whose shares have been advanced shall not be entitled to attend any meeting nor vote on any question. Advanced members.

Membership.

18. Every person holding one or more shares shall be a member.

19. Shares may be held by two or more persons, but they shall count only as one member. The certificate and pass-book shall be delivered to the person first named as a joint holder. Such person shall be entitled to receive and give receipts for any interest or bonus, and notices need be sent only to him in respect of such joint holding, and shall be deemed to be duly served. Such person alone shall be entitled to vote in respect of shares so jointly held. The signatures of all the joint holders shall be required for any notice of withdrawal, receipt for moneys paid on account thereof, or an instrument of dissolution (*b*). On the death of any joint holder the share shall be deemed to survive to the other joint holder or joint holders, and the survivor first named shall be regarded as if he were the original first named joint holder for the purposes before mentioned. Joint shareholders.

20. Minors of both sexes may become members, and may give all necessary acquittances. During minority they shall not be competent to vote, nor hold any office in the society. Infant members.

21. A register shall be kept, in which shall be entered the Christian and surname, profession or occupation, or place of abode of every member of the society. Every member changing his place of abode shall give immediate notice to the secretary, and in default thereof shall be fined one shilling. All notices shall be deemed to be duly served if posted to the last notified address on the register (*c*). Register of members.

22. The directors may, within twelve months after payment of the entrance fee by any person, and without assigning any reason, refuse to admit or continue such person as a member, and in that Rejection of members.

(*b*) See *Dennison* v. *Jeffs*, [1896] 1 Ch. 611.

(*c*) If an arbitrator proceeds *ex parte*, the notice of appointment should be served personally.

event they shall return him his entrance fee, and any other payment made by him.

Payments by members.

23. Each member shall, on admission, pay sixpence for a copy of these rules, and the like sum for a pass-book. He shall also pay sixpence per share for a share certificate under the seal of the society.

24. Every member upon making a payment to the society, shall produce his pass-book, in which the amount and date of such payment shall be entered by the officer of the society receiving the same, who shall place his initials opposite each entry. A

Receipts.

receipt for each payment, when the same has been satisfactorily accounted for to the chief office, shall be signed by [the general manager or] a director, and shall be given to each member at or before the time of the next payment; and any member making a second payment without having such receipt for the previous payment, will do so at his own risk. In order to carry this rule into effect, every officer of the society receiving any sum of money on behalf of the society shall forthwith make a return upon a form to be supplied by the society, and such cash return shall immediately be sent to [the general manager or] a director.

Examination of pass-books.

25. At the subscription meeting next before the annual general meeting in every year, every holder of uncompleted shares shall leave his pass-book with the society for examination, or in default shall be fined one shilling per share for each omission.

Loss of pass-books.

26. A member who has lost his pass-book shall give immediate notice to the society, and, on payment of one shilling per share, shall be furnished with a new pass-book. If any person, not being the member to whom it shall belong, shall produce any pass-book and represent himself to be the owner thereof, and shall withdraw or receive any money in respect of the account contained therein, the society or its officers shall not be liable to the true owner thereof, unless notice of the loss of the book shall have been previously given; but the money so obtained shall be deemed to have been paid to the member whose book shall have been so produced.

Transfer of shares.

27. Any member may (provided the consent of the directors be first obtained) transfer all or any of his shares to any other person on paying a transfer fee of five shillings per share; the transfer shall be in accordance with the form in the Appendix, and upon

its registry in the books of the society the transferor shall cease to be a member.

Only registered shareholders recognised.

28. The person or persons in whose name or names a share is registered shall be deemed to be the absolute owner or owners of the share, and the society shall not be affected by notice of any charge, trust, or other equity in respect of the share.

Members Dying Intestate.

Payment of sums standing to credit of deceased member.

29. If any member shall die intestate leaving a sum not exceeding 50*l.* standing to his credit in the books of the society the directors shall have power to pay such sum to the person who shall appear to them to be entitled under the Statutes of Distribution, without any letters of administration of the estate of the deceased being taken out. Before any such payment be made under this rule, a statutory declaration by some person competent to make the same shall be furnished to the society, to the effect that the member died intestate, and that the person claiming the money is entitled as aforesaid.

30. Whenever an advanced member of this society shall die intestate, leaving an infant heir or infant co-heiress, it shall be lawful for the directors, after selling the property mortgaged to the society, to pay to the administrator or administratrix of the deceased member any money, not exceeding 150*l.*, which shall remain in the hands of the society after paying the amount due to the society and the costs and expenses of the sale.

Bankrupt or Compounding Members.

31. On any member becoming bankrupt, or making an assignment for the benefit of, or any arrangement or composition with his creditors, or having any judgment or execution against his estate and effects, or if his shares or any of them shall be charged in favour of any person by or through a judge's order or otherwise, the trustee, receiver, assignee, execution creditor, or person obtaining such charge shall not by reason thereof become a member of the society, but shall be at liberty to sell or transfer the share or shares or interest of such member to any other person duly admitted a member of the society.

32. Such shares shall, save as aforesaid, nevertheless be subject

to the rules of the society to which they would have been subject in the hands of the member holding the same.

Cessation of Membership.

Unadvanced members.

33. An unadvanced (or investing) member shall cease to be a member, either

Upon the directors declining to continue the membership in accordance with Rule 22, or

Upon payment to the unadvanced member of all moneys which the books of the society show to be due to him.

Advanced members.

34. An advanced (or borrowing) member shall cease to be a member

Upon payment by him of all moneys due from him to the society.

Stock or Funds of the Society.

Shares.

35. The stock or funds of the society shall be raised in shares of the following denominations:—

(*a*) Subscription shares of 20*l*. each with accumulating interest until realisation, after the rate of 4*l*. per cent. per annum, realisable by monthly subscriptions of 10*s*. each. After realisation such interest to be paid half-yearly until withdrawal.

(*b*) Paid-up shares of 20*l*. each, upon which interest shall be receivable by the member half-yearly after the rate of 4*l*. per cent. per annum.

36. Preference shares shall not be issued.

Withdrawal of Shares.

Notice to withdraw.

37. Any member may, subject to rule 38, withdraw his paid-up or unadvanced subscription (whether realised or not) shares on giving one month's notice in writing of his intention so to do to the secretary, and leaving his pass-book at the society's chief office. Such notice shall be in the form given in the Appendix, but the directors may nevertheless accept any notice although it may not be in such form. Shares to be withdrawn shall be paid in rotation out of the fund arising from subscriptions on moneys advanced, according to the order of the applicants on a list kept by the secretary for that purpose; or if the directors shall, from the number of applications for withdrawal, think it desirable,

Payment of shares withdrawn.

then each member on such list shall receive a *pro ratâ* proportion of his subscriptions paid in. The amount payable shall be calculated according to the table set out in the Appendix. Interest shall cease on shares under notice of withdrawal from the date of such withdrawal.

Deduction in case of deficiency of assets.

38. In the event of the directors at any time considering the assets of the society insufficient to meet the liabilities thereof (including in the term "liabilities" the moneys standing to the credit of unadvanced members), they may order that a sum sufficient to discharge a proper proportion of such liabilities shall be debited to the account of, and deducted from the amount payable to, any unadvanced member on withdrawal; the amount of such debit and deduction to be proportionate to the sum standing to the credit of each member. The decision of the directors as to the sum so to be debited and deducted may be made either before or during the currency or after the expiration, of the notice of withdrawal, but before compliance therewith.

39. Until a notice of withdrawal has been complied with, the withdrawing member shall continue to be bound by the rules, or any alteration thereof, whether such alteration be made before, or after, the date of the notice of withdrawal.

Deceased member.

40. The directors may, if they think fit, pay the legal personal representative or other person claiming through a deceased member, either in full or with deduction as above mentioned, in priority to other members.

Rights of member who has withdrawn.

41. Whenever any member wholly withdraws from the society, all fees and other moneys then due from him shall be deducted from the amount which such member would otherwise be entitled to receive, and such member shall have no further right or claim to or upon the funds of the society; although such member may have been debited with a share of an anticipated loss, which in the event shall prove not to be actually incurred, no such right or claim shall be deemed to arise.

Division of Profits.

Annual division.

42. At the end of each year, after interest shall have been allowed on the unadvanced shares, the surplus profits (with the exception of such proportion, if any, as the directors may deem it expedient to carry to a reserve fund) shall be divided propor-

tionately to the amount standing to the credit of each unadvanced member, such calculation being made up to the 31st December in every year.

Members entitled to share.

43. Only those members whose shares have been held for the whole of the twelve months preceding the 31st December, and in respect of which no notice of withdrawal shall have been given during such period, shall be entitled to participate in such bonus. Only those members whose shares are fully paid up or realised shall be entitled to payment of such bonus, but it shall be placed to the credit of the other unadvanced members until realisation or withdrawal. Such payment shall be made, or credit given, after the holding of the annual meeting.

Compulsory Withdrawal.

Ballot.

44. If at any time the society shall have more cash in hand than the directors can advantageously invest, they shall call a special general meeting of the members and announce the fact to them; and if the money in hand be not then voluntarily withdrawn or taken upon mortgage security by the members, the directors shall, in the presence of the meeting, and in such manner as the meeting shall by resolution direct, proceed to determine by ballot the shares which shall be compulsorily withdrawn. The members holding shares so determined shall thereupon receive back the amount due to them upon their shares, according to the tables in the Appendix, but no withdrawal fee shall be payable by them.

Officers.

45. Should the lot fall upon any officer of the society, who if his share were withdrawn under this rule would thereby become disqualified to hold office in the society, he shall not be compelled to withdraw his share, but a new ballot shall be taken for the purpose of determining some other share to be withdrawn.

46. No member shall be required to withdraw more than one share under this rule until all the other members of the society, save as aforesaid, shall have withdrawn one share each, and so on.

Borrowing Powers.

47. The directors may, from time to time, borrow any sum or sums of money (including taking moneys on deposit on the

terms that not less than one month's notice may be required before repayment or withdrawal, with such other conditions as may be deemed advisable) for the purposes of the society; provided that the total amount to be borrowed does not exceed the limit imposed upon the borrowing powers of permanent building societies by the 15th section (para. 2) of the Building Societies Act, 1874, in conjunction with the 14th section of the Building Societies Act, 1894, so far as the latter may be applicable. If the society should borrow money from its bankers, the directors shall be empowered to deposit with the bankers, for securing repayment, the title deeds in mortgage by advanced members, subject to the rights of such members.

Surplus Funds.

Investment. 48. The society may invest any portion of its funds not immediately required for its purposes in such manner as is permitted by the 25th section of the Building Societies Act, 1874, as supplemented by the 17th section of the Building Societies Act, 1894.

Business Premises of the Society.

49. The directors may exercise any of the powers conferred by sect. 37 of the Building Societies Act, 1874, concerning the purchase or otherwise of land or buildings for the business premises of the society.

Advances to Members.

50. The society may advance to any member the full ultimate value of his shares upon security being given as hereinafter mentioned.

Repayments. 51. A member receiving an advance shall repay the same by monthly subscriptions extending over any term of years to be agreed upon according to the tables set out in the Appendix. If thought fit, the directors may make advances to members for fixed periods without requiring repayment on account of principal, at such interest as may be determined by them. Advances may be made either with or without a premium being charged; if a premium be charged, it shall be [*state how much*] and be deducted at the time the advance is made.

Application for advance. 52. When any person shall be desirous of obtaining an advance,

he shall fill up and sign the form of application provided by the society, and shall pay a survey fee according to the scale set out in such form.

Report on application.

53. Upon receipt of such application, the secretary shall lay the same before the survey committee, to examine and report upon the value of the property described in the application. Upon a report being made the directors shall consider the application, and may, in their discretion, accept or decline the application, or order an advance of a sum less than that applied for if the applicant be willing to accept the same.

54. Upon the directors accepting an application for an advance, the applicant shall leave his deeds and documents of title relating to the property offered as security with the solicitor.

Mortgage.

55. If the solicitor, upon investigation, approves of the applicant's title he shall prepare a mortgage of the property in such form as he shall think necessary to secure the punctual payment of all subscriptions and fines to become due and payable in respect of the shares upon which the advance is to be made, and the due observance of these rules (*d*), and shall see that the applicant duly executes the same upon receiving the advance.

Interest on subscriptions.

56. All subscriptions due from an advanced member shall carry interest at the rate of ten per cent. per annum (to be compounded monthly) from the date when they become actually due to the time when they are paid, the time of payment being calculated according to Rule 5. The interest thus payable shall be in lieu of fines, but may be wholly or partly remitted by the directors.

Security for Advances.

57. The security for an advance to a member may be either freehold, leasehold, or copyhold.

Property in course of erection.

58. In the case of property completely finished, the whole amount agreed to be advanced (less premium, if any) shall be paid to the member on the execution of the mortgage to the society. In the case of property in course of erection, the amount agreed to be advanced shall be paid to the member at such times and in such proportions during the progress of the buildings as

(*d*) See *Andrews* v. *City Permanent Benefit Building Society*, 44 L. T. 641.

the surveyor appointed by the directors shall from time to time certify in writing.

59. When an advance is agreed to be made upon property in course of erection, the member shall commence to pay his subscription from the monthly subscription meeting immediately preceding the time fixed for the payment of the first instalment agreed to be paid to him, and shall continue to pay the same as though he had received at the time fixed for the payment of his instalment the whole amount agreed to be advanced to him, but he shall be allowed interest at the rate of 5*l.* per centum per annum on all the subsequent instalments so long as they respectively shall remain unpaid; and if a member, after receiving any portion of an advance upon his shares, shall leave unfinished the buildings mortgaged to the society to secure such advance, the directors shall be at liberty either to sell the same buildings in their incomplete state or to enter upon the premises and to complete the buildings at the cost and charges of the member under the advice of the surveyor, and the moneys so expended shall be considered as an advance made to the member, and included in and secured by his mortgage to the society.

Prior mortgages.

60. No property shall be deemed to be a sufficient security for an advance from the society which is subject to a prior mortgage not in favour of the society.

Sale of mortgaged property.

61. If any member who shall have obtained an advance shall be desirous of selling the property mortgaged, the purchaser may become a member of the society (unless excluded under any other of these rules), and may take the property subject to the mortgage, and thenceforth shall become answerable for the payment of all subscriptions in arrears, and fines due thereon, and all future subscriptions and fines thereon from time to time to become due in respect of such mortgaged property; and provided the sanction of the directors be given to the transfer, the member transferring his interest in the property shall be released from all future responsibilities in respect of such property, and shall cease to be a member.

Substitution of other security.

62. The directors may from time to time accept any other security, by mortgage in manner hereinbefore specified, in place of any existing security, or may release any portion of any mortgaged estate if they shall be satisfied that the remainder will be

a sufficient security for the sum remaining due upon the mortgage.

Power of Sale, &c., when Repayment in Arrear.

Default.

63. If default shall be made for three successive calendar months at any time during the continuance of the mortgage term in the payment of the monthly subscriptions or other moneys which shall become payable in respect of a borrowing member's shares, or advance, or of the mortgaged premises, according to the rules of the society, or in the observance or performance of any of the said rules or of the covenants contained in the mortgage, or if the borrowing member shall be adjudged a bankrupt or shall have his estate put into liquidation, by virtue of any enactment concerning bankrupts or debtors for the time being in force, the society may at any time before the mortgage shall have been vacated, and without any further consent on the part of the borrowing members, enter into the possession or receipt of the rents of the mortgaged premises, and the directors may appoint, at such remuneration as they may think fit, a receiver of the said rents (who shall be deemed the agent of the mortgagor, but shall forthwith pay the rents when received to the society, with a detailed statement of the amounts received, and all vouchers for payments), and may under the powers of the Conveyancing Acts lease or let the said premises or any part thereof for the purpose of occupation, for any term not exceeding twenty-one years, in possession at rack rent, or for building or repairing purposes for any longer term authorized by the said Acts, in possession at the best rent which under the circumstances can reasonably be obtained, without taking a premium; and may, in case they shall in their discretion think fit, sell the premises or any part thereof on the terms of allowing the whole or any part of the purchase money to remain on mortgage or otherwise, and for the purposes of such sale may exercise all the powers by law or otherwise given to trustees having a power of sale over hereditaments, and may do and execute all such acts and assurances for effectuating every such sale as they may think fit. In the event of such sale being made, all moneys which, under the mortgage or the rules, would have become payable to the society by the borrowing member if he had redeemed at the time of such sale shall be considered as then due and payable.

Entry into possession.

Receiver.

Leases.

Power of sale.

64. All moneys received by the society for rent or on sale of or otherwise in respect of the mortgaged premises shall be applied first in payment of all costs and expenses as charges between solicitor and client incidental to the receipt thereof, and to the exercise of the powers contained in the mortgage, and the expense of repairs and insurance or otherwise lawfully incurred in relation to the premises, and next in satisfaction and discharge of the mortgage or otherwise to the purposes and in the manner to and in which such moneys shall be applicable under the rules; and the surplus (if any) shall be paid to the borrowing member or his representatives. Application of purchase-money.

65. The directors shall have power at any time to allow a member who has received an advance to suspend the payment of his subscriptions in respect of his advanced shares for such time and on such terms as they may think advisable. Suspension of payment of subscriptions.

Fire Insurance, Ground Rents, &c.

66. All buildings mortgaged to the society shall be insured against damage or loss by fire, and upon a mortgage being executed the secretary shall effect an insurance immediately in the joint names of the society and of the mortgagor, and shall continue the insurance during the continuance of the mortgage. All property shall be insured to the full amount of the insurable value thereof. Fire insurance.

67. The member on whose account any premiums for insurance shall be paid shall on demand refund the amount so paid, and also all moneys paid for ground rent by the society in respect of the mortgaged property, or the secretary shall be authorized to deduct it from the money tendered to him by the member, and in the meantime and until payment, the amount so paid with interest at 6*l.* per cent. shall be a charge on the mortgaged property. Payment of premiums, &c.

68. In the event of any property mortgaged to the society being subject to any covenant or restriction involving the outlay of money, any moneys expended by the society in complying with such covenant, or observing such restriction, or by way of damages for any breach of the covenant or restriction, whether paid or expended on the initiative of the directors or not, shall be deemed to be moneys paid on behalf of the borrower, and shall be charged on the property as hereinbefore provided in the case Outgoings.

of insurance premiums and ground rent, and no previous notice to the borrower shall be necessary.

Terms of Redemption.

Notice of intention to redeem.

69. If any member of the society shall at any time be desirous of redeeming the mortgage security given by him for the shares advanced thereon, before the expiration of the time specified in the mortgage deed, he shall be allowed to do so upon giving one month's notice thereof in writing to the directors, and paying the balance of principal money then due by him as shown by the appropriate table in the Appendix, together with a premium not exceeding 1*l.* per cent. on such balance, and a fee of 6*d.* per share.

Consolidation.

70. No member having more than one property mortgaged to the society shall be entitled to redeem such property excepting upon such terms with respect to the other properties so mortgaged to the society as the directors shall think reasonable; and the society shall have a first lien upon all mortgaged properties and all shares in the society for all moneys whatsoever due to the society.

Reconveyance.

71. Upon the payment of all moneys intended to be secured by any mortgage or further charge given to the society, the society shall indorse upon or annex to such mortgage or further charge a reconveyance of the mortgaged property; or shall indorse upon or annex to such mortgage or further charge a receipt under the seal of the society, signed by two directors and countersigned by the secretary or manager, in the form specified in the Appendix. It shall be assumed (in the absence of any evidence to the contrary) that the signatures so purporting to be made are the signatures of directors, and the secretary, duly appointed by the society.

Management. Directors.

Officers.

72. There shall be a board of directors, a secretary, and a solicitor. There may also be, if thought desirable, a general manager, to be appointed in general meeting, and who shall be *ex officio* a director, trustees for the purpose of investment, and a treasurer. The appointment of these last-named officers shall not be compulsory.

Directors: number and qualification;

73. The directors shall not be less than three and not more than twelve, and no person shall be qualified to be a director unless he shall be a member of the society holding not less than five shares.

74. The persons signing these rules shall be the directors of the society until others be appointed.

75. At the first general meeting, the members of the society shall proceed to elect such number of directors, properly qualified, as may be considered advisable in accordance with rule 73. election;

76. The remuneration of the directors shall be determined from year to year by the members present at the annual general meeting. remuneration;

77. At the annual general meeting in every year two directors shall retire from office, but such retiring directors shall, for the purpose of such meeting, be considered in office until the meeting breaks up or adjourns. The directors appointed at the first general meeting of the members shall decide amongst themselves, in such way as they may think fit, as to the rotation in which they shall retire; afterwards the two directors who have been longest in office shall retire at each annual meeting. rotation;

78. The retiring directors shall be eligible for re-election, and, if re-elected, shall be considered, for all purposes of rotation, as new directors.

79. The society shall, at the general meeting at which any directors retire in manner aforesaid, fill up the vacant offices. filling up vacancies;

80. If at any meeting, at which an election of directors ought to take place, the places of the retiring directors are not filled up, the meeting shall stand adjourned till the same day in the next week, at the same time and place; and if at such adjourned meeting the places of the retiring directors are not filled up, the retiring directors shall continue in office until the next annual meeting, and so on from time to time until their places are filled up.

81. If a director shall die, or shall be desirous of resigning, or shall become incapable to act, or shall become bankrupt or compound with his creditors, or shall borrow the value of his share or shares out of the funds of the society, or shall be removed from his office by an extraordinary meeting of the members, he shall thereupon cease to be a director of the society, and the secretary shall forthwith convene a special meeting of the board of directors, at which the directors present shall appoint another member of the society to be a director in his place, who shall continue in office until the next annual meeting of the society, when he shall go out of office in addition to the two retiring directors, and shall be either re-elected or his place filled up. death, resignation, &c.;

meetings; 82. The directors (of whom two shall be a quorum) shall meet at such time and place as they may think fit for the despatch of business, so that a meeting of the board be held at least once a month. Every meeting shall be called by a notice in writing, signed by a director, or by the secretary or general manager, addressed to each director, and served upon him [three] days at least before such meeting is to be held.

voting; 83. All questions arising at any meeting of directors shall be decided by a majority of votes, and the chairman shall have a second or casting vote in cases where the votes would otherwise be equal.

defect in appointment, &c.; 84. All acts done by a meeting of the directors, or by any person acting as a director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any director or directors, or of any person acting as aforesaid, or that they are in any other way disqualified, be as valid as if any such person had been duly appointed and were qualified to be a director.

powers; 85. The directors shall have power, subject to these rules, to carry on the business of the society, and to do all acts in the name of the society which may be necessary for that purpose, and all such acts, if not contrary to these rules, shall be deemed to be the acts of the society; and no payment or liability exceeding 5*l*. shall be made or incurred on behalf of the society without the sanction of the directors.

minutes. 86. Minutes of the proceedings of the directors shall be entered in a book to be kept for that purpose, and shall be signed by the chairman before the meeting separates.

Secretary.

Appointment, removal, remuneration. 87. The appointment and removal of any secretary shall rest with the society in special general meeting; or in case of misconduct the directors may remove him. The remuneration of the secretary shall be from time to time decided upon by the directors.

Duties. 88. The secretary shall in all matters be entirely under the direction of the board. He shall attend all meetings of the society and the directors, and shall enter minutes of all resolutions and business of the society. He shall keep the accounts in proper books to be provided for the purpose, which shall be produced at

all meetings of the directors, or at any other time when required by the directors or any of them. He shall conduct the general business and correspondence of the society under the supervision of the directors. The secretary shall also prepare the annual account and statement referred to in sect. 40 of the Building Societies Act, 1874 (as amended by the Act of 1894), in the form for the time being prescribed by the chief registrar, and shall countersign the same, and shall duly send a copy to the registrar. The secretary shall cause a copy to be duly suspended in every office of the society. He shall cause sects. 14 and 15 of the Act of 1874 to be inserted in every deposit book, or acknowledgment or security of any kind given for a deposit or loan. The secretary shall be responsible for the due supply of printed copies of these rules to any person requiring the same at a charge of sixpence per copy; and he shall comply with the statutory provisions respecting the registration of alteration or rescission of rules, or making additional rules.

General manager.

89. If a general manager shall at any time be appointed, his duties shall be prescribed by the directors, by whom his remuneration shall be determined. The removal of any general manager shall rest with the society in special general meeting, but in case of misconduct the directors may remove him.

Solicitor.

Appointment and removal.

90. The solicitor to the society shall be appointed by the directors, and the removal of the solicitor shall rest with them.

Duties.

91. The solicitor shall investigate and examine the title deeds of each property offered as security for any advance out of the funds of the society, and report in writing his opinion thereon to the directors, and should any special circumstances arise in the investigation of the title, he may, if he thinks it necessary, take the opinion of counsel thereon; he shall also prepare the mortgage securities, and all other deeds, instruments, and conveyances to and from the society, except as hereinafter mentioned.

92. In case any property shall be offered as a security to the society which may form part of any estate, or be held under lease from any corporation or company, the regulations of which require that the deeds relating to such property shall be prepared by the solicitor acting for such ground landlord or superior land-

lord, the directors may authorize such preparation, and make any other concessions which they in their discretion may think requisite, for facilitating the proposed advance. Provided, nevertheless, that all mortgages and other securities prepared under this rule be perused, and if necessary altered, by the society's solicitor at the expense of the member.

93. The solicitor at the time any advance is made shall furnish the secretary with a schedule of the deeds relating to the property mortgaged, and also instructions in writing for insuring the property in the proper names for the requisite sum, and in the proper office required by any lease or deed relating to such property.

94. Should the solicitor be of opinion that the title of any property is not such as can be safely accepted by the society, he shall signify the nature of his objections in writing to the directors; and the sum of two guineas as the cost of investigating such insufficient title shall be borne and paid by the person proposing such property as security.

Remuneration.

95. The remuneration to the solicitor for his services, costs, and charges for investigating the titles of properties proposed as securities, preparing the mortgages and all other legal expenses connected therewith, shall be paid by the society, such charges to be for an assignment, conveyance, or mortgage:

Investigating title	£1	1	0
Deed, if the purchase-money or advance shall not exceed 300*l.*	3	3	0
Above 300*l.* and not exceeding 700*l.*	4	4	0
Above 700*l.* and not exceeding 1,000*l.* ...	5	5	0
Above 1,000*l.* the sum of 1*l.* 1*s.* for every additional 250*l.*			

For an assignment of the equity of redemption in any property mortgaged to the society, 3*l.* 3*s.* For further charge not exceeding 200*l.*, 2*l.* 2*s.*; beyond 200*l.*, 3*l.* 3*s.* For registration in Middlesex 1*l.* 1*s.*, inclusive of fees and stamps. The said respective sums being otherwise exclusive of stamps, and the costs of registration and fees of lessors' solicitors and stewards, where necessary.

For preparing and submitting any case or title for the opinion of counsel, the solicitor shall be allowed the sum of one guinea,

exclusive of fees paid to counsel. For indorsing a receipt on a mortgage deed, and obtaining the impression of the common seal thereto on release of a security, the sum of one guinea; and for entering satisfaction when necessary the sum of one guinea (inclusive).

The solicitor shall also conduct all other legal business of the society, for which he shall receive the usual professional charges.

Survey.

Survey committee.

96. The directors may, as often as they think fit, appoint two of their number as a survey committee, to survey and report upon all property offered as security to the society (subject as mentioned in the next rule). The members of the survey committee shall jointly receive the following remuneration, viz.:

For advances up to 300*l.*	£1	1	0
For every 150*l.* (or part of 150*l.*) beyond 300*l.*	0	10	6

Also travelling expenses shall be allowed beyond a three-mile radius from the chief office.

97. The directors may employ one or more professional surveyors whenever they think fit so to do, and his or their remuneration shall be fixed by the board.

Treasurer.

98. If a treasurer be appointed, such appointment shall be made by the directors. The duties of his office shall be embodied in a memorandum to be prepared by the solicitor, and shall be signed by the chairman of the directors and by the treasurer. The removal of the treasurer shall rest with the directors.

Trustees.

99. Trustees for the society (if required) shall be appointed and removed by the directors.

Actuary.

100. The directors may at any time employ an actuary or any other person duly qualified to examine the affairs of the society, and to make any calculations they may require.

Bankers.

101. The directors may, from time to time, appoint bankers for the society. All cheques upon the bankers shall be signed by two directors, and countersigned by the secretary or general manager.

Audit.

Auditors: appointment; 102. The members shall, at the last subscription meeting in each year, appoint three auditors, one of whom shall be a person who publicly carries on the business of an accountant.

duties; 103. The duties of the auditors shall be to examine the accounts of the society periodically at such times as the directors may deem fit, to compare the banker's book with the cash book monthly, to examine and sign yearly the members' pass books, and compare them with the society's ledgers, and inspect the mortgages and other securities belonging to the society; to audit and attest the cash statement half-yearly, or at such other times as the board shall direct, and to audit and attest the annual account and statement in conformity with the provisions contained in sect. 2, subsect. 2 of the Building Societies Act, 1894.

remuneration. 104. The remuneration of the auditors shall be fixed by the members in general meeting, and an extra allowance shall be made to the professional accountant.

Officers giving Security.

105. Every officer of the society having the receipt or charge of any money belonging to the society shall, before taking upon himself the execution of his office, give such security as the directors may determine.

Indemnity of Officers.

106. All officers of the society shall be, and are hereby indemnified, out of its funds and property, from and against any loss, costs, charges, damages and expenses whatsoever which they may incur or are put to, in or about the execution of their respective offices, services, or trusts; and none of them shall be answerable for any act or default of any of the others, nor for insufficiency or deficiency in the value or otherwise of any security

whatsoever, which shall be taken for payment of the anticipated shares, unless the loss arising by any such means happens through their own wilful neglect or default; nor shall they be liable for any banker, broker, or other person with whom the funds or property of the society may be deposited for safe custody, investment, or otherwise.

Agents.

Appointment, remuneration, &c.

107. The directors shall have power to appoint agents, in any town or district they may think proper, to transact any business for the society, and shall have power to make regulations for the guidance of such agents, and to pay them out of the funds of the society such remuneration for their services as they shall think reasonable, and also to remove such agents and to appoint others in their places.

Duties.

108. Every agent shall be required to send a cash return to the head office, as required by Rule 24, and any agent retaining in his own hands a sum of money exceeding 5*l*. belonging to the society, for a longer period than three days after he shall have received the same, shall be liable to a fine of two shillings and sixpence in the pound for each week or portion of a week during which he shall so retain the same.

Payments to.

109. Subscriptions, redemption money, and fines, may be paid by members to such agents, but every investing member of the society shall pay the sum of one penny per share additional upon each payment made to an agent to cover the costs of the postage of the receipt required by Rule 24.

110. No money paid to an agent will be placed to the credit of the person paying the same unless and until a receipt for the same has been issued in accordance with Rule 24, upon the money being accounted for by the agent.

Alteration of Rules.

111. No rule herein contained shall be altered or rescinded, or additional rule made, except by the votes of three-fourths of the members present at a special general meeting, of which meeting at least fourteen clear days' notice, specifying the proposed alteration, rescission, or addition, shall be given by the secretary.

Amendments relating to the particular rule to be altered, rescinded, or added to, may be proposed, but no rule not mentioned in such requisition shall be in any respect altered or rescinded, except so far as the same may relate to the subject-matter of any rule so mentioned in the requisition.

112. No alteration shall be made, or addition effected, whereby a liability to share any loss incurred by the society shall be imposed upon those members who at the time of such alteration or addition shall have received an advance on their shares.

Settlement of Disputes.

113. All cases of dispute between the society and a member, or person claiming through a member in his capacity as a member, or person claiming under the rules, shall be settled by reference to the registrar.

Common Seal.

114. The seal of the society shall have for a device , with the name of the society thereon; it shall be in the custody of the secretary, and shall be used only with the sanction of the directors.

Deposit of Securities.

115. All deeds and securities of or belonging to the society shall be lodged in a box having two different locks and keys, one of which keys shall be kept by the secretary and the other by the solicitor. Such box shall be deposited with the bankers, or in such place as a general meeting of the members may appoint for safe custody, and the chairman or any two of the directors, together with the auditors, accompanied by the solicitor or secretary, shall from time to time, once in every year at the least, examine the deed box and ascertain that the securities were duly deposited therein, and are in accordance with the schedules furnished by the solicitor. Upon every occasion that deeds may be required to be withdrawn from such box for the purpose of redemption or otherwise, a written order to that effect shall be given by the chairman of the directors.

Dissolution of Society.

116. The society may be dissolved with the consent of three-fourths of the members, holding not less than two-thirds of the number of shares of the society, testified by their signatures to an instrument of dissolution. Such instrument shall be prepared by the solicitor to the society, and shall be in conformity with the statutory requirements. In the event of such dissolution, or the winding-up of the society, the assets shall be divided *pro ratâ* amongst all the members according to the amount of their several investments, and no member shall claim priority over another member by reason of his having previously given notice to withdraw all, or any portion, of his unadvanced shares, or on any other ground.

Construction of Rules.

117. In the construction of these rules, a word in the singular number shall be applicable also in the plural, and *vice versâ*; the term "he" or "him" applied to a member shall be applicable to females, or to several persons; the word "month" or "monthly" shall be considered to relate to a "calendar" month.

APPENDIX.

Form of Transfer.

I, , one of the members of the Permanent Building Society, in consideration of paid to me by , do hereby assign and transfer my share in the said society, numbered , to the said , his (*or* her) executors, administrators, and assigns, subject to the payments, rules, and regulations prescribed by the society. And I, , sanctioned by the board of directors, do hereby agree to accept the said share (*or* shares), subject to the same payments, rules, and regulations.

As witness our hands and seals this day of 191 .

Form of Notice of Withdrawal.

To the Secretary of the Building Society.

I hereby give you notice that I desire to withdraw £ (*or* my shares numbered) from the society as soon as the funds will allow.

Name
Address
No. upon Register

Dated this day of , 191 .

TABLE I.

Showing Amount due from the Society after each monthly payment of 10*s.* on each Unadvanced Subscription Share.

No. of Payments.	Principal.	Interest.	Total.

TABLE II.

Showing Amount due from the Society on each Paid-up Share.

Month.	Principal.	Interest.	Total.

TABLE III.

Showing the Monthly Repayments for a Loan of 100*l.* for various periods, separating Principal from Interest.

Year of Loan.	Three Years.			Year of Loan.	Five Years.		
	Interest.	Principal.	Total.		Interest.	Principal.	Total.
1				1			
2				2			
3				3			
				4			
				5			

(And so on, setting out the various periods for which loans will be granted.)

TABLE IV.

Showing Amount due to the Society upon Advance of 100*l.* for various periods, after each stipulated payment.

Three Years.	
Number of Instalments paid of £ each.	Amount due after each Payment.

(And so on, setting out the various periods for which loans will be granted.)

Form of Receipt to be indorsed on Mortgage or Further Charge.

The Building Society hereby acknowledge to have received all moneys intended to be secured by the within-written Deed. In witness whereof the Seal of the Society is hereto affixed this day of , 191 .

Directors.

[C.S.]

Secretary.

2. RULES *for a* TERMINATING BUILDING SOCIETY (*e*).

I. *Office.*

Name. Office.

THE name of the society (which is terminating) shall be "The Building Society," and the business of this society shall be conducted at the chief office of the society, , or any other place to which the place of business of the society is removed.

II. *Entrance and Subscriptions.*

Sect. 1. Every person entering this society on or before the day of , 191 , shall pay the sum of 2*s.* 6*d.* per share as entrance money, and for every share of 120*l.* the subscription shall be ten shillings per month; and any person entering this society after its commencement, or being a member and subscribing for a greater number of shares than he shall then hold, shall pay as entrance money such sum as the directors may appoint.

Advance payments.

Sect. 2. The directors shall have a discretionary power of allowing a discount of not more than five per cent. per annum on payments made in advance, provided such payments shall be for not less than twelve months in advance.

Sect. 3. Subject to the last clause, no paid-up or preference shares shall be issued.

III. *Time of Payment.*

The first day for the payment of subscriptions shall be the second Thursday after the incorporation of the society, and all subsequent payments shall be made on the second Thursday of every then succeeding month, between the hours of six and eight of the clock in the evening, at the office, or at such other time as the directors may from time to time appoint.

IV. *Fines.*

Sect. 1. Every member neglecting to pay his or her subscription on the day and at the time appointed, shall be fined at the rate of

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(*e*) These rules are applicable to a "sale" society, provision being made for payment by the advanced member of (1) a premium, and (2) interest or redemption money.

6*d*. per month for each subscription in arrear, agreeably to the table of fines annexed.

Sect. 2. If any fines shall be due, all moneys thereafter paid shall be applied, first in liquidation of the fines, and then in discharge of the arrears of subscriptions.

Sect. 3. Any member (not having executed a mortgage to the society, as hereafter mentioned: see Rule XV.) continuing to neglect the payment of his or her monthly subscriptions until the fines incurred thereby shall equal all the moneys actually paid by him or her, exclusive of the entrance fees, shall thereupon forfeit all interest in the society. (See Rules IX. and X.)

Sect. 4. All fines shall form part of the assets of this society; and the same shall be paid with, and in addition to, the next monthly subscription money; and all payments which shall become due from each and every member for or on account of his or her share or shares, when the mode and time of payment are not by these rules particularly fixed, shall be made in one payment, unless the directors shall consent that the same be received by instalments.

V. *Quarter, Half and Three-quarter Shares.*

Any member of the society shall be at liberty to subscribe for one quarter, half or three-quarters of a share; and in such case the subscription, redemption money, fines, and all other payments thereupon shall be in the same ratio as such fractional part of a share shall bear to the whole share.

VI. *Receipt for Money.*

For all moneys received at the office a printed receipt shall be given by the manager from the society's cheque book.

VII. *Members' Names, &c.*

On any person becoming a member, the manager shall enter his or her name, address, and number of shares in a book; and any member changing his or her residence is required, under the penalty of sixpence, to notify the same to the manager by the next subscription day. All notices shall be deemed duly served (except when otherwise directed by these rules) by putting the same in

the post office, addressed to the party, at the place of residence given by him or her to the manager.

VIII. *Admitting Members after Commencement.*

Any person entering the society after the first payment of subscriptions, or already being a member thereof and taking up an additional number of shares, shall pay the full amount of his or her subscription for such share or shares from the commencement of the society, either in one payment or by such instalments as the directors shall determine, and such new member shall then be placed on an equal footing with the original members.

IX. *Transfer of Shares.*

Sect. 1. Any member shall be at liberty to sell or transfer his or her share or shares, or any of them, to any other member, or to any other person, on payment of 2*s*. 6*d*. per share, as a bonus to the funds of the society, and paying all fines and subscriptions then due to the society in respect of such share or shares, with all other liabilities and engagements on account thereof, and on receipt of such 2*s*. 6*d*. per share the manager shall register the same in a book to be kept for that purpose, and the transferor shall cease to be a member.

Sect. 2. In like manner any member may transfer his or her bidding for shares to any other member on payment of 2*s*. 6*d*. per share to the funds of the society on the registration of such transfer.

Sect. 3. On the transfer of the share or shares, as also on the transfer of the bidding of any member who has agreed to purchase capital of the society in respect thereof, the manager shall certify in writing to the party to whom such share or bidding is about to be transferred, the amount of the premium at which such society capital has been agreed to be sold, and that the share or bidding is transferred on condition that the said purchase shall be made good, and premium (as agreed) deducted in conformity with the 14th and 15th rules, and the transfer shall be made only on such conditions.

X. *Members withdrawing* (*f*).

Notice of intention to withdraw.

Sect. 1. Any member who shall be desirous of withdrawing from this society any share or shares may be allowed to do so on giving one month's previous notice in writing of such his or her intention to the manager for the time being, who shall lay the same before the directors at their next meeting; and the money subscribed in respect of such share or shares shall be repaid to such member, subject only to the deductions next hereinafter mentioned (that is to say), if application to withdraw shall be made within the first year from the first subscription day, a deduction of 10*s*. per share; if within the second year from the said day, a deduction of 5*s*. per share; and if within the third year from the same day, he or she shall take out the net amount of subscriptions paid in, exclusive of the entrance fee; if the application to withdraw any such share or shares shall be made within the fourth or any subsequent year from the said first subscription day, the directors are hereby authorised to allow the member so withdrawing, out of the profits which the society shall have realised, such bonus for the withdrawal of each share as they shall think proper. Upon receipt of withdrawal moneys membership shall cease.

Deductions.

Recall of notice of withdrawal.

Sect. 2. Any member giving due notice of withdrawing his or her share or shares, and afterwards recalling such notice, shall forfeit 1*s*. for each share in respect of which notice shall be so given.

Bonus.

Sect. 3. After the completion of the third year the directors shall, once or oftener during the year, declare the bonus to which a shareholder should be entitled on withdrawal.

Sect. 4. In no case shall a member, having obtained an advance on his shares, be entitled to any bonus in respect of such advanced shares; the bonus is considered to belong to the investing members solely.

Payment of shares withdrawn.

Sect. 5. Shares to be withdrawn shall be paid in rotation out of the fund arising from subscriptions on moneys advanced, according to the order of the applicants in a list kept by the manager for that purpose; or if the directors shall from the number of

(*f*) In the case of a "sale" society, the registrar does not consider the statutory requirement as to tables to be applicable.

applications think it desirable, then each member on such list shall receive a *pro ratâ* proportion of his subscriptions paid in.

Deductions in case of insufficiency of assets, &c.

Sect. 6. In the event of the directors at any time considering that a loss or deficiency has arisen, they may order that a sum sufficient to discharge a proper proportion of such loss or deficiency shall be debited to the account of, and deducted from the amount payable to any unadvanced member on withdrawal; the amount of such debit and deduction to be proportionate to the sum standing to the credit of each member, regard being had to Rule XVII., sect. 3. The decision of the directors as to the sum so to be debited and deducted, may be made either before or during the currency or after the expiration of the notice of withdrawal, but before compliance therewith.

Sect. 7. Until the notice has been complied with the withdrawing member shall continue to be bound by the rules, or any alteration thereof, whether such notice shall be made before or after the date of the notice.

Sect. 8. The deductions imposed by sect. 1 shall not extend to persons claiming through deceased members, or to any member who may become lunatic or of unsound mind.

Sect. 9. In all cases of withdrawal of shares from the society, all subscriptions and fines due at the time of such withdrawal shall be deducted from the amount which the member or members shall be entitled to receive.

Sect. 10. In case a purchaser of society capital in respect of his or her share or shares, who has failed to complete his or her purchase, shall desire to withdraw from the society, the directors shall deduct the amount of the loss (if any) to the society, arising upon a re-sale of such society capital, from the money to be paid to such party or parties so desiring to withdraw. And in no case shall a purchaser, as aforesaid, be allowed to withdraw until such loss (if any) be ascertained and deducted.

XI. *Members becoming Lunatic or Insane.*

In the event of any member becoming lunatic or of unsound mind, no fines shall, during such lunacy or unsoundness of mind, be claimed for arrears of subscription or otherwise, or any share or shares he or she may hold; but the committee or guardian of such afflicted member, legally appointed, shall be entitled to receive

the amount of subscriptions actually paid in by such member; but in case there shall be no committee or guardian legally appointed, then the party having the care or keeping of such afflicted member, shall be entitled, if necessary for the maintenance of the member, to receive the amount of subscriptions actually paid in by such member; deducting in each case, such fines as may have been incurred by him or her previously to the time of his or her becoming lunatic or of unsound mind, and subject, however, to such conditions as the directors of this society may think proper to impose upon the party applying for the withdrawal of such subscriptions, on behalf of such lunatic or mentally diseased member, as may be necessary to indemnify the society.

XII. *Members dying.*

In case of a member dying, his or her legal representative or other person lawfully claiming, shall be entitled to receive payment as provided by Rule X.; or such representative or person may, upon payment of all fines and subscriptions due from the deceased, transfer, on payment of the transfer fee, such deceased member's interest, to any person he may think proper, or if desirous of continuing such interest in the society, he or she may act or vote as a subscriber; nevertheless one person only shall vote and the elder in age shall be preferred.

XIII. *Notice of Sale of Society's Capital.*

The directors shall appoint a meeting of members for the sale of society capital, whenever they may think proper.

At least seven days previous to any such sale notice shall be sent by the manager to each member, stating the place and time, when and where it will take place.

XIV. *Sale of Society's Capital.*

Sect. 1. At every public meeting for the sale of society capital, the directors shall offer for sale a sum of 120*l*., the amount of one share, and the member who offers the highest price or premium for the purchase of that sum above the lowest price (see second section) shall be declared the purchaser, and it shall be in the power of the same member at the same meeting to agree to pur- Rights of highest bidder.

chase as much capital, at the same rate, as his or her number of shares shall entitle him or her to; and he or she shall also be at liberty to take as many additional shares at the same rate, upon the terms mentioned in the third section of this rule.

Sect. 2. The said share or sum of 120*l.* shall be put up at such premium as shall be previously determined on by the directors.

Sect. 3. The directors shall have the power of granting an additional quarter, half, or three-quarters of a share or more, at the same premium in proportion, if required by the purchaser.

Regulation of mode of selling.

Sect. 4. The directors are hereby empowered to regulate the mode of selling the society capital from time to time, whether by competition or otherwise (but not so as to be dependent on any lot or chance), as to them shall seem most advantageous to the borrowing members.

Purchase of additional shares.

Sect. 5. Any member purchasing a greater amount of society capital than his or her number of shares in the society, shall, in such case, if demanded, pay down the sum of 10*s.* per share to the manager, as part of the subscription money payable upon such additional shares; and in default of his or her providing security for such additional shares or capital within six months, the said sum of 10*s.* on each share shall be forfeited.

Sect. 6. Any purchaser requiring additional shares shall be at liberty to substitute original shares, obtained from any other member or members, instead of creating new shares.

Completion of purchase.

Sect. 7. Such purchaser shall, within three weeks after such sale, deliver to the solicitor of the society an abstract of the title to the property proposed to be mortgaged as a security for the money purchased, and shall complete the said mortgage within six weeks from the date of such sale, unless the delay shall arise from some legal difficulty; and in case such sale shall not be completed within the time aforesaid (through the default of such purchaser), the capital purchased may be re-sold, and such purchaser as aforesaid shall not be entitled to receive his or her money, until he or she shall have subsequently given one calendar month's notice to the manager, to expire on some one subscription day.

Default of purchaser.

Sect. 8. If any purchaser should fail to complete his or her purchase, through his or her own default, within six months from the time of such sale, the said purchaser shall be declared a defaulter, and the directors shall have power to re-sell such shares without notice, and such defaulter shall make good any deficiency

in price that may arise on the re-sale, as in tenth section. And the directors shall, upon application of any purchaser, offer for re-sale the capital so agreed to be purchased by him, subject to the conditions in this rule before and after mentioned.

Sect. 9. Any deficiency in price that may arise on the re-sale of any capital agreed to be purchased, shall be made good by the defaulter within such time as the directors may appoint, on pain of being excluded from the society, and forfeiting all his or her interest therein. And whenever any capital shall be offered for re-sale, the original purchaser shall be allowed to bid once only at such re-sale, but if he then prove to be the highest bidder, and shall afterwards fail to complete his second purchase, and the said capital shall be a second time offered for re-sale, such original purchaser shall not be permitted to bid for the same.

Surplus capital.

Sect. 10. Whenever there shall be an accumulation of capital unemployed, the directors shall give notice to all the shareholders the lowest amount of premium they are prepared to accept from members willing to become purchasers.

Sect. 11. The directors may, if they think fit, invest any surplus capital in manner allowed by the Building Societies Acts, 1874 and 1894.

XV. *Security for Capital purchased.*

Notice of nature of security.

Sect. 1. Every member becoming a purchaser of society capital, shall, either previous to or within three weeks after the sale, at which he or she shall be declared a purchaser, give notice in writing to the manager, of the nature and situation of the premises intended to be offered for security, and the manager shall transmit the same to the surveyor, solicitor, and to each of the directors; and when the directors shall be satisfied that the premises so offered, as aforesaid, are a sufficient security to the society, they shall pay such member the sum of money which he or she shall be entitled to receive, on such member executing a mortgage of such premises, as the solicitor of this society shall require, and depositing all title deeds relating to such property.

Mortgage.

Preliminary survey.

Sect. 2. If, previously to a member purchasing society capital, he or she shall be desirous of ascertaining the probable amount which the directors may be willing to advance on certain property, notice thereof shall be given, and the surveyor shall, if required by the directors, make an examination of the said property, and a

report thereon shall be made to the directors; and the manager shall communicate to such member, before the next sale of shares, the amount which will probably be advanced on the said property.

Prior mortgages.

Sect. 3. No property shall be deemed a sufficient security for money to be advanced by this society, which shall be subject to any previous mortgage, unless such previous mortgage is in favour of the society.

Purchase of capital for building.

Sect. 4. Any member desirous to build, may purchase society capital to enable him to do so, and shall be entitled to part of his or her money when the buildings are covered in, on executing a mortgage or conveyance thereof as aforesaid, and the remainder when the premises are finished; subject, nevertheless, to the same inspection and approval by the directors and surveyor, as hereinbefore mentioned in respect of premises already built.

Special cases.

Sect. 5. In special cases the directors may, with or without the advice of the surveyor of the society, advance money to purchase, or assist in purchasing a house or houses, or the land about to be built on.

Form of mortgage.

Sect. 6. The mortgage deed to be executed shall be drawn and prepared by the solicitor of the society, and shall be in such form and contain such covenants as he shall advise.

Completion of unfinished buildings.

Sect. 7. Should any member, after receiving any portion of society capital, purchased by him or her, leave the buildings upon which the same shall have been advanced, unfinished, the directors (having first given fourteen days' notice, in writing, to the member of such their intention, by leaving the same either with him or at his last known place of abode) shall be at liberty either to sell such premises, or to employ any person or persons to finish and complete the same at the costs and charges of the member; and to direct the trustees to advance and pay the sum and sums of money requisite for such purpose, and the money so expended shall be a charge upon the said premises.

Loss on sale of mortgaged property.

Sect. 8. If any loss shall arise from the sale of any property secured to the society, the mortgagor shall be liable for such deficiency.

Insurance.

Sect. 9. In no case shall a member alter or remove the existing insurance on the mortgaged property without the consent of the trustees and directors.

XVI. *Interest or Redemption Money.*

Sect. 1. Every purchaser of society capital during the first, second, third, fourth and fifth years of the society, shall pay the sum of 4*s*. per month per share, in addition to his or her subscription money, towards the redemption of the capital advanced; during the sixth, seventh and eighth years, the sum of 3*s*. per month; and during the remaining term of the society's existence, the sum of 2*s*. per month, to be paid at the same rate for any fractional part of a share. The first payment to be made on the next subscription day after the advancing and paying the purchaser the capital purchased.

Sect. 2. The fines in respect to the non-payment of such redemption-money, to be one-sixth of those on the non-payment of subscriptions, and the Rule No. IV. to be held to apply to either case.

XVII. *Power to sell, exchange, or discharge Property in Mortgage.*

Transfer of mortgaged premises.

Sect. 1. If any purchaser of society capital shall desire to sell premises mortgaged to the society, the same may be assigned chargeable with the mortgage debt, and, in such case, from thenceforth the transferor shall cease to be a member, and the transferee, if approved of by the directors, shall in place of the late member become answerable to the society for the payment of the subscriptions and redemption money, as the same shall become due, and in such cases the transfer fees shall be payable. The original holder of such share or shares may transfer the same premises discharged from the said mortgage to the society, by charging other premises of adequate value, to be ascertained by the surveyor and approved of by the directors of the society, on having the same mortgage debt secured on such last-mentioned premises in like manner as in the original mortgage. All expenses arising out of such transactions to be paid by the party exchanging or selling such property.

Redemption of mortgages.

Sect. 2. If any member shall be desirous of paying off the money due to the society, upon the security or securities which he or she shall have given, and shall give notice to that effect to the directors, he or she shall be informed by the manager the amount which will be required to be paid in full in discharge of

his or her future liabilities to the society, or—at the option of the member—the money advanced shall be re-sold, and any deficiency in price arising on such re-sale made good by him or her; and the directors are hereby authorized and empowered to receive the balance, either in one payment or by such instalments as they may consider advisable; and on payment of such balance, together with the fines (if any) due in respect of subscriptions in arrear, the directors shall deliver all deeds and other documents in their custody, relating to the security, to the member; and shall indorse a receipt or acknowledgment upon the mortgage deed in discharge of such mortgage according to the 37 & 38 Vict. c. 42, s. 42, and thereupon membership shall cease.

Losses.

Sect. 3. In the event of the directors at any time considering that a loss or deficiency has arisen, they may order that a sum sufficient to discharge a proper proportion of such loss or deficiency shall be charged against the account of each purchaser of share capital proportionately to the number of shares bought by him (regard being had to the provisions of Rule X., sect. 6), and such charge shall be deemed to be part of the amount payable in respect of such shares. Any member may know at any time the precise amount required for the redemption of his mortgage, on payment of 2*s*. 6*d*.

XVIII. *Statement of the Society's Affairs.*

Annual meeting.

Sect. 1. An annual general meeting of members shall be held on or before the subscription day in February in each year, at which the directors shall offer for the approval of the meeting a statement of the society's affairs.

Audit of accounts.

Sect. 2. The yearly accounts of this society shall be closed on the 31st December in every year, and such accounts shall, within ten days next ensuing, be duly audited, and the securities of the society inspected, by a committee of three members (one of whom shall be a person who publicly carries on the business of an accountant) to be appointed by the members at the preceding general meeting; and a statement of such accounts, in the form prescribed by the chief registrar, signed by the auditors, shall be deposited at the chief office of the society for inspection, at least seven clear days previous to the annual meeting.

Sect. 3. The statement shall show the particulars, and be dealt

with in the manner required by the Building Societies Act, 1874, s. 40, as amended by the Building Societies Act, 1894, s. 2.

XIX. *Special General Meetings.*

Sect. 1. The directors may, whenever they think fit, and shall, upon a requisition in writing signed by ten members of at least twelve months' standing, convene a special general meeting. Any such requisition made by members, shall express the object of the meeting proposed to be called, and shall be left with the secretary at the chief office, together with a deposit of 1*l.* Upon the receipt of such requisition, the secretary shall, in the name of the directors, proceed forthwith to convene a special general meeting. The notice convening a special general meeting must specify the business to be laid before the meeting; and a copy of such notice, giving the time and place of meeting, shall be served upon each member of the society seven days at least before the time fixed for such meeting.

Sect. 2. The business transacted at a special general meeting shall be confined to that mentioned in the notice convening the meeting.

XX. *Alteration of Rules.*

No rule herein contained shall be altered or rescinded, or additional rule made, except by the votes of three-fourths of the members present at a special general meeting, of which meeting at least fourteen clear days' notice, specifying the proposed alteration, rescission, or addition, shall be given by the secretary. Amendments relating to the particular rule to be altered, rescinded, or added to may be proposed, but no rule not mentioned in such requisition shall be in any respect altered or rescinded, except so far as the same may relate to the subject-matter of any rule so mentioned in the requisition.

XXI. *Arbitration.*

Disputes occurring between the society or the directors or other officers of the society, and any member or person claiming through a member or under the rules thereof, shall be settled by reference to the registrar, pursuant to 37 & 38 Vict. c. 42, s. 34.

XXII. *Common Seal.*

The seal of the society shall have for a device , with the name of the society thereon; it shall be in the custody of the secretary, and shall be used only with the sanction of the directors.

XXIII. *Arrears at the close of the Society.*

Sect. 1. When it shall appear by the books of the society that the assets are sufficient to pay each remaining unsatisfied share of 120*l.*, then all arrears of subscriptions, fines and other payments, shall become due and payable immediately, and the directors shall enforce the payment thereof forthwith.

Sect. 2. When all the shares, with all other expenses and liabilities of the society, shall have been duly paid and satisfied, the accounts shall be finally audited, printed, and sent to each member, and the society shall terminate; and the directors, with the advice of the solicitor of the society, shall deliver up to each member, or his or her legal representatives, the title deeds and other documents which have been deposited with them by such member as security to the society, and shall and will, at his or her request and expense, indorse on his or her mortgage or security, a receipt for all the moneys intended to be secured thereby, pursuant to the 37 & 38 Vict. c. 42, s. 42. And thereupon the time for resolving on termination of the society shall be determined by the major part in number of the members present at any meeting, specially convened by giving seven days' notice to each member, and such a resolution shall be effectual at law and in equity as a release to all members; and thereupon the society shall be deemed to have accomplished its object, and shall terminate.

XXIV. *Rules.*

Charge for copy of rules.

The sum of threepence shall be charged for a copy of the rules to each person requiring the same, whether he or she becomes a member or not.

XXV. *Election of Officers.*

Sect. 1. At the first meeting of the society there shall be elected, by a majority of the members then present, a manager, a solicitor,

a surveyor, and a board of directors, consisting of not less than twelve persons, who shall remain in office during the pleasure of the society.

Sect. 2. Trustees for the society (if required) shall be appointed and removed by the directors.

XXVI. *Conduct of Business.*

Payments.

Sect. 1. The secretary shall make all payments which the directors may order on behalf of the society; those above 5*l.* by cheques upon the society's bankers, to be signed by the chairman of the directors, and by one of the other directors at least.

Deposit of securities.

Sect. 2. The manager (as agent for the society) shall lodge all deeds, writings and securities belonging to the society, immediately after the receipt thereof, in the deed-box with the bankers, for safe custody, in the name of the society. The manager to have a copy of the schedule of all deeds so deposited.

Sect. 3. The deeds shall be deposited in the deed-box with the bankers, to which there shall be two locks, the key of one of which shall be in the custody of the chairman of the directors, and another in the custody of the secretary.

Sect. 4. No deed or deeds shall be taken from the deed-box, unless in the presence or with the consent of at least two of the directors.

Special meetings.

Sect. 5. A special meeting of the members may be convened at any time by order of the directors, or in pursuance of a requisition signed by the members, on giving seven clear days' notice by post to the members, such notice to state the business for which the meeting is to be held, and to be addressed to the last known place of abode of each member.

Notice of meetings.

Sect. 6. Notice shall be given in like manner seven clear days before each annual general meeting, stating the general business of the society.

Borrowing powers.

Sect. 7. This society may exercise the borrowing power conferred by the Building Societies Act, 1874, the total amount at any time so borrowed not to exceed twelve months' subscriptions on the shares for the time being in force. The society shall not receive deposits.

XXVII. *Directors.*

Directors: election; Sect. 1. Twelve directors shall be annually chosen by the members, but the directors retiring shall be eligible to be re-elected.

vacancies; Sect. 2. The directors may have the power to fill up any vacancy that may occur in their body during the year.

quorum; Sect. 3. Five shall form a quorum.

survey committee; Sect. 4. The directors shall appoint two or more of their body to act as a survey committee, whose duty shall be, that when so instructed by the manager, they shall survey any property offered as a security to the society, and report their opinion thereon to the board, in order to assist the board in coming to a proper judgment in reference to the advance proposed to be made.

Sect. 5. The services of such survey committee shall be gratuitous in case the property shall not exceed one mile from the society's chief office, but should the said committee be requested to survey property beyond one mile, then the travelling expenses of the said committee shall be paid to them by the society, except in the case of a second or subsequent survey, in which case the party on whose behalf such survey is required to be made shall bear such expense.

meetings; Sect. 6. The directors shall divide themselves into parties of three, to serve in rotation, if need be, for the purpose of checking the accounts; and for all other business necessary to be done the manager shall summon the directors by circulars, prepaid, at least two days prior to their meeting.

disqualification; Sect. 7. Any directors being three months in arrear to the society, or ceasing to be members of the society, shall in consequence thereof be incompetent to act as directors.

attendance on subscription day; Sect. 8. One of the directors in rotation shall attend at the office on the subscription day, at such time as the directors appoint.

qualification and remuneration; Sect. 9. The qualification of a director shall be the holding of two shares at least in the society; and the remuneration of the board shall be from time to time determined by the general meetings.

order of business at meetings. Sect. 10. At every meeting of directors the order of business shall be as follows:—1st. The minutes of the previous meeting shall be read and confirmed. 2nd. The bank book shall be then

produced and inspected, and the balance in hand declared and entered on the minutes. 3rd. The business for which the meeting shall be specially convened shall then be considered and disposed of. 4th. Any other business or matter which any director may wish to bring before the board.

Sect. 11. No director shall vote on any question which relates to his individual interest or conduct, nor shall he be present when any such question shall be put to the vote.

XXVIII. *Manager.*

Manager: duties:

Sect. 1. The manager shall in all matters be entirely under the direction of the board. He shall attend every general and directors' meeting of the society, and enter minutes of all resolutions, transactions and business of the society, and keep the accounts in books to be provided for that purpose. He shall keep in a book a list of the deeds and securities deposited at the bank, and produce the same to the auditors, and also produce the banker's book at every meeting of directors. He shall also send the circulars and notices which may from time to time be necessary, and conduct all the correspondence of the society.

Sect. 2. He shall attend at the society's chief office, or such other place as may be appointed by the directors, on the regular subscription days, and receive the subscriptions; he shall give a receipt for all such moneys from the society's cheque-book, all which moneys he shall immediately after receipt thereof pay into the bankers.

Sect. 3. The manager shall see that all property in mortgage to the society is kept properly insured, in the name of the society as well as that of the mortgagor, according to particulars to be obtained from the solicitor, and the policy shall be placed with the deeds, and in case any member makes default in making or keeping up such insurance, then the manager shall pay out of the funds of the society the premiums required to insure the same, and keep the different policies on foot; and charge the member whose property shall be so insured with the premium which shall have been paid by him, at the next monthly meeting after such payments, and if not then refunded by such member he shall be fined at the same rate as for subscriptions in arrear. Should any borrowing member erect any stove or furnace, or do any other act

which would affect the validity of the policy, notice thereof must be forthwith given to the secretary of the society. In default, a fine of one shilling per week per share, held by such member, shall be paid by him until such notice is given.

remuneration;

Sect. 4. For the discharge of his duties as manager and secretary he shall receive a stated salary of per annum. For rent of offices, to include necessary accommodation for directors' and other meetings of the society, fire, gas and stationery (books excepted), per annum. For the assistance of a clerk per annum.

security.

Sect. 5. The manager shall, before taking upon himself the duties of his office, give such security as the directors may determine.

Office hours.

Sect. 6. The secretary's office shall be open from to , and on Saturdays from to o'clock throughout the year, except on Sundays and public holidays.

XXIX. *Society's Solicitor.*

Solicitor: duties;

Sect. 1. The solicitor to the society shall transact any business the directors may require of him; all mortgages and securities to the society shall be prepared by the said solicitor, at the costs and charges of the party or parties giving such security or securities out of the money to be advanced by the society; and in no case shall any member be paid the amount of his or her capital purchased until the deeds and other securities relating to the mortgage of the property he or she offers to the society shall have been first examined and approved of by the society's solicitor. All charges for examining the title to be paid by the party giving such mortgage.

remuneration;

Sect. 2. The charge for mortgages, inclusive of all charges for investigating title or otherwise, shall be according to the following scale:—

Where the net consideration actually paid does not exceed (for each deed)	£ 50 —	£ 2	*s.* 10	*d.* 0
Above £50 and not exceeding	100 —	3	0	0
„ 100 „	150 —	3	10	0
„ 150 „	200 —	4	0	0
„ 200 „	250 —	4	10	0
„ 250 „	300 —	5	0	0

		£	£	s.	d.
Above 300 and not exceeding	... ...	400 —	6	0	0
„ 400 „	... ...	500 —	7	0	0
„ 500 „	... ...	600 —	8	0	0
„ 600 „	... ...	700 —	9	0	0
„ 700 „	... ...	800 —	10	0	0
„ 800 „	... ...	900 —	11	0	0
„ 900 „	... ...	1,000 —	12	0	0

And 10*s*. for every additional 100*l*.

These charges are not to include any costs of conveyance, which are provided for by sect. 3.

Sect. 3. In cases where the society's solicitor is employed by the member to prepare the conveyance of the property to be mortgaged, the costs of such conveyance shall be according to the following scale:—

		£	£	s.	d.
Where the net consideration actually paid does not exceed (for each deed)		50 —	2	10	0
Above £50 and not exceeding	... ...	100 —	3	0	0
„ 100 „	... ...	150 —	3	10	0
„ 150 „	... ...	200 —	4	0	0
„ 200 „	... ...	250 —	4	10	0
„ 250 „	... ...	300 —	5	0	0
„ 300 „	... ...	400 —	6	0	0
„ 400 „	... ...	500 —	7	0	0
„ 500 „	... ...	600 —	8	0	0
„ 600 „	... ...	700 —	9	0	0
„ 700 „	... ...	800 —	10	0	0
„ 800 „	... ...	900 —	11	0	0
„ 900 „	... ...	1,000 —	12	0	0

And 10*s*. for every additional 100*l*.

Sect. 4. The charge for the conveyance shall be paid in addition to the charge for the mortgage, out of the money to be advanced by the society. Where the above charges for conveyances in any special case are manifestly insufficient to remunerate the solicitor, he shall be at liberty, on giving previous notice to the member, to charge such sum as may be reasonable and proper, subject to a reference to the board.

Sect. 5. Stamps and other out of pocket payments and necessary journeys from London shall be charged in addition.

Sect. 6. On a further advance by the society on the same property the charge will be one-half of the above.

Sect. 7. Registration charge where the property mortgaged is in a register county, 1*l.* 1*s.* in cases where the consideration is under 300*l.* Above that sum 1*l.* 15*s.*

Sect. 8. Re-conveyance to members, as mentioned in Rule XVII., to be 1*l.* 1*s.* where the property is not in a register county. Where the mortgage has been registered the charge will be 2*l.* 2*s.*

XXX. *Surveyor.*

Duties of surveyor.

Sect. 1. The society's surveyor shall, when required by the board, examine all lands and buildings offered as security, and make a report thereon in writing, to be left at the society's office, before five o'clock on the day of the meeting; and if he neglect to make such examination and report, after notice signed by the manager, and left at his office or dwelling-house, within five clear days, he shall pay a fine of 10*s.* for such neglect, unless absent from London, or indisposed, in which case a written notice shall be sent on his behalf to the manager.

Remuneration of surveyor.

Sect. 2. The surveyor shall be allowed for surveying and reporting upon any property offered as a security to the society the sum of 1*l.* 1*s.* to be paid previous to such survey, by the party on whose account it is required to be made, provided such property be situated not more than three miles from the chief office; but if such premises be situate more than that distance, or for any other sufficient reason in the opinion of the directors, then the surveyor shall be allowed such further sum as the directors may think reasonable. The surveyor to give the fullest and most correct information relating to the property so surveyed by him.

XXXI. *Change of Officers.*

Removal of officers.

Sect. 1. The solicitor, surveyor or manager for the time being shall be liable to be removed from their respective offices only by resolution of the majority of the members present at a general meeting, to be summoned for the purpose of considering the propriety of such removal.

Vacancies.

Sect. 2. In case of vacancy occurring in any office, the directors shall appoint a person duly qualified to supply the same until a general meeting of the members shall have elected a successor.

SCHEDULE.

TRANSFER OF A SHARE OR SHARES.

I, , one of the members of the Building Society, in consideration of £ paid to me by , another member of the said society, and also in consideration of paid by the said to the funds of the said society, being a bonus payable thereto, according to the articles of the said society, do hereby assign and transfer to the said , his executors, administrators and assigns, the share , of and in the said funds of the said society, to hold the same unto the said , his (or her) executors, administrators and assigns, subject to the payments, rules and regulations prescribed by the articles aforesaid; and I, the said , do hereby agree to accept the said share subject to the said payments, rules and regulations.

As witness our hands, the day of , 191 .

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3. RULES *for a* CO-OPERATIVE BUILDING & LAND SOCIETY, LIMITED (*g*).

I. *Objects.*

THE object of this society is to carry on the industry, business, or trade of buying and selling land, including dealings of any description with land.

II. *Name.*

The name of the society is " Co-operative Building and Land Society, Limited."

III. *Place of Office.*

1. The registered office of the society is in England, and is No. , Street, in the county of , and shall be daily opened during such hours as the committee of management shall from time to time appoint for general business. The site of the

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(*g*) The statutory duties of an industrial and provident society are required by the Treasury Regulations to be inserted, and these rules embody this requirement. In case of making any alteration in this precedent, it will be necessary to avoid interference with those parts which are in accordance with the form prescribed.

registered office shall not be changed, except at a special general meeting.

Change in situation of office.

2. In the event of any change in the situation of the registered office, notice of such change shall be sent within fourteen days thereafter, to the registrar in manner and form provided by the Treasury Regulation in that behalf.

IV. *Terms of Admission of Members.*

Classes of shares.

1. The shares shall be divided into two classes, A and B, and the ultimate value of each share shall be 1*l.* Shares in Class A shall be transferable, but not withdrawable; shares in Class B shall be withdrawable as hereinafter mentioned, but shall not be transferable. At the time of applying for a share the applicant shall state in which class he desires the share to be, and a member may, if he wish, hold shares in both classes. Payments thereon of 6*d.*, or any multiple thereof, may be made periodically or otherwise, at the registered office of the society, during the office hours.

Maximum holding.

2. No member other than a registered society shall have a greater interest in the shares of the society than 200*l.*

Interest on advances.

3. Interest at the rate of 4*l.* per cent. per annum shall be allowed upon all sums amounting to 1*l.* and upwards, reckoning from 1st January, 1st April, 1st July, and 1st October only in each year, which are left in the society's hands for six months. Payments made subsequently to any such quarter days into an account amounting to 1*l.* and upwards which has been with the society for six months as aforesaid, shall bear interest from the ensuing quarter day; such interest to be added to the principal at the annual audit, or paid as and when it accrues due, at the option of the person paying in the money; such option to be declared in writing at some time previously to such interest becoming due. Unless and until such option shall have been declared, all interest shall be added to the principal in manner aforesaid. No interest shall be allowed on any fractional part of 1*l.* less than 5*s.*

Pass-books.

4. Every member shall have a pass-book supplied to him by the secretary or agent, at the cost of sixpence, in which shall be entered all amounts paid from time to time, and on the 31st December in each year the amount shall be summed up, and the

interest added, if necessary, as provided by the last section, and the production by the member of his pass-book, with each and every payment duly entered therein, shall be evidence of his title.

Exclusion from membership.

5. The committee of management shall have power to refuse any person admission to membership, and in such case shall give notice of their refusal in writing to the person within one calendar month of his first payment, and shall return him the sum standing to his credit in the books of the society, with interest, together with the sum paid for a pass-book on the same being given up, and thereupon such person shall be excluded from membership, and the committee shall have power to expel any member from the society for misbehaviour or misconduct, paying to him the amount which he would be entitled to receive if he had given a notice of withdrawal, expiring at the date of such expulsion.

Share certificates.

6. At the expiration of one calendar month from the time of making the first payment, if no notice has been given under the last section, a certificate of the share or shares held by the person making the payment, under the common seal and countersigned by the secretary, shall be sent to him by the secretary, which certificate shall be evidence of title. If a certificate shall be lost, the owner shall be entitled to a duplicate thereof upon making a statutory declaration of the loss of the original, and of his title thereto, and upon paying a fine of *one shilling* per share, or such smaller sum as may be from time to time fixed by the committee of management.

Infant members.

7. An infant above sixteen years of age shall be capable of becoming a member.

Female members.

8. Any woman (married or unmarried) may be a member (if otherwise eligible). Any female member who may marry shall give notice in writing to the secretary of her marriage, and of the christian and surname, place of abode, and profession or business of her husband.

Societies as shareholders.

9. Any other society registered under the Industrial and Provident Societies Act, 1893, or any other corporate body may hold shares in this society.

Copies of rules

10. It shall be the duty of the committee of management to provide the secretary with a sufficient number of the copies of the rules to enable him to deliver to any person on demand a copy of such rules, on payment of a sum not exceeding 6*d*., and of the secretary to deliver such copies accordingly.

V. *Expenses of Management.*

Contributions for expenses.

1. The expenses of carrying on the business of the society shall from time to time be paid out of the general fund, but each member shall contribute annually towards such working expenses as the committee of management may deem from time to time sufficient, not, however, exceeding the following scale:

For a holding not exceeding 10 shares ... ... 1*s*. 0*d*.

And a further sum of 1*s*. for every additional 10 shares or a fractional part thereof. These amounts are to be paid quarterly, or to be deducted in account at such time as the committee of management may direct.

VI. *Meetings.*

Ordinary general meetings.

1. The society shall meet at its registered office (or at such other place or places as the committee of management may from time to time find expedient) on the second Tuesday in the months of January and July in each year, and such meetings shall be called ordinary general meetings. The ordinary general meeting to be held in the month of July shall be the yearly meeting of the society. At least fifteen members of the society entitled to vote shall be necessary to constitute a meeting. If that number be not present within thirty minutes of the time of meeting, the meeting shall, if it be an ordinary general meeting of the society, or a special general meeting called by the committee of management, stand adjourned for seven days; but if it be called in pursuance of a requisition signed by members, it shall be absolutely dissolved. Any general meeting may from time to time adjourn for any period not exceeding twenty-one days, and after the chair has been taken no quorum shall be necessary. The president of the society shall, if present, be the chairman of the meeting, who, if at any meeting the votes are equal, shall have a casting vote. In the absence of the president, the meeting may choose a chairman from amongst the members present. All questions shall be decided in the first instance by a show of hands, unless seven members present demand a ballot, in which case the question at issue shall be determined by ballot, but no proxies shall be admissible. Each member shall have one

Adjournment.

Voting.

vote for every paid-up share up to ten shares, and an additional vote for every five shares.

Accounts and balance sheet, &c.

2. At every ordinary general meeting a statement signed by five of the committee of management and the secretary, showing the transactions of the society during the past half-year, its present condition and the state of its affairs, with the auditors' report and balance sheet, shall be read to the members present, and the books and accounts, and statement of account, audited and approved by the auditors, shall be produced for inspection; and such other business shall be transacted as may be deemed proper and expedient.

Special meetings.

3. The committee of management may at any time, at their own discretion, call a special general meeting, and three clear days' notice in writing shall be sent to the address of each member, stating the time, place, and object thereof, or in the alternative such notice may be given by publication in some local newspaper, published in , and at such meeting no other business shall be transacted than that specified in the notice convening it.

4. Any ten members entitled to vote may by requisition in writing under their hands, to be sent to the secretary, and to specify the object of such meeting, require a special general meeting of the members to be convened, and upon receipt of such requisition, the secretary shall within two days summon all the members by three clear days' notice in writing, as provided by the last preceding section. Every member signing a requisition for a meeting shall, unless prevented by illness, attend such meeting, or in default of so doing shall be subject to a fine of 10*s*. No other business shall be transacted at such meeting than that specified in the requisition; and if a majority of two-thirds of the members present at such meeting, by resolution declare that the object for which such meeting was called is frivolous, the members signing the requisition shall be jointly and severally liable to make good the expenses incurred in summoning and holding such meeting.

Proceedings at meetings.

5. No member shall speak more than once at the same meeting or any adjournment thereof on the same subject, unless called upon by the chairman to explain, or unless he has moved a resolution, when he shall be allowed to reply once at the end of the discussion, and no member shall be allowed to speak continuously for a longer period than fifteen minutes.

Presence of strangers.

6. No stranger shall be admitted into the room during the continuance of any meeting without permission from the chairman of such meeting; he shall remain only during the pleasure of the chairman, and shall take no part in any discussion on pain of being immediately expelled from the room.

VII. *Officers.*

1. For the conduct of the society's business there shall be a committee of management consisting of not less than ten or more than fifteen members, a president, a banker or bankers, a treasurer, a solicitor, a surveyor, a secretary, and two auditors. There shall also be seven patrons, who shall be ex-officio members of the committee of management, and who shall remain in office until they resign or desire to be discharged from the duties of the office.

Committee of management.

2. The committee of management shall remain in office until the first annual general meeting, when they shall go out of office but shall be eligible for re-election. At every subsequent annual general meeting one-third of the committee of management for the time being, or if their number is not a multiple of three, then the number nearest one-third, shall retire from the office in rotation, but shall be eligible for re-election. If any of the officers, including the patrons, die or resign, the committee of management shall have power to appoint others in their place; but if any member of the committee of management be thus appointed, he shall retire at the next annual general meeting, in addition to the one-third retiring in the ordinary course.

Qualification, remuneration and removal of officers.

3. The officers of the society shall all be members holding at least forty shares in the society; they shall receive such remuneration for their service as shall be determined upon at their election; and they shall be removable at any time by a resolution of a special general meeting of the society.

Security.

4. Every person appointed to any office involving the receipt, management, or expenditure of money for the purpose of the society, shall, before entering upon the duties of his office, give such security as shall be deemed sufficient by the committee of management.

Powers and duties of

5. The committee of management shall control and manage the business of the society, and shall determine the persons to

be employed therein, fix the remuneration to be paid for work or services done or rendered to or on account of the society, and appoint and remove the persons necessary for the business, and may assign such salaries and duties as they think fit, subject to the approval of the ordinary general meetings. Committee of management.

6. One of the committee of management in rotation (unless he finds another member thereof as a substitute) shall attend at the offices of the society on the first and third Saturdays in each calendar month, between the hours of 7 p.m. and 9 p.m., or at such other times as may be agreed upon or required, for the receipt of subscriptions and repayments, and shall attest all entries made in members' pass-books at the meeting he attends, by placing his name or initials thereto, or be fined 5*s*.; but the business of the society shall not be suspended on account of the non-attendance of one of the committee of management, but such entries shall (as on all other days) be attested by the secretary and subsequently by one of the committee.

7. The committee of management shall meet on the last Friday in every month, or oftener if necessary, at such time and place as they shall see fit, and the presence of three at least shall be necessary to constitute a meeting. Meetings of committee of management.

8. At the first meeting of the committee after each annual general meeting, the members then present shall elect one of their number to be a chairman of committee, and another to be vice-chairman, and if at any subsequent meeting such chairman and vice-chairman shall be absent, a chairman for the meeting shall be appointed by the members present, but the president of the society shall be the chairman at any meeting of the committee at which he is present. The chairman of committee shall have power to summon special general meetings of the committee.

9. Every question shall be decided by a majority of votes, and in case the votes are equal, the chairman shall have a double or casting vote. Minutes of the proceedings of the committee shall be entered in a book to be kept for the purpose, and shall be signed by the chairman.

10. The committee of management shall have power to appoint agents to transact business for the society, in such places and in such manner as they may think expedient. Appointment of agents.

11. They shall likewise have power (should special circumstances render it just and desirable so to do) to remit the payment by any member, or return to him, if paid, the whole or any portion Remission of fines, &c.

of fines, fees, commission, or other sum or sums of money, except repayment of sums advanced, payable or paid by him pursuant to these rules. They shall likewise have power to waive the giving of any notice required to be given by these rules (except any notice specially required by Act of Parliament) or to accept any short notice in lieu thereof; also to limit the number of shares to be held by any member.

Payments by society.

12. All advances and payments of the funds of the society shall be ordered by the committee of management, and shall be made by cheque upon the bankers, signed by three of the committee and countersigned by the secretary.

Duties of solicitor.

13. The duties of the solicitor of the society shall be to investigate the title to every property purchased by or offered as security to the society, and prepare all necessary deeds, including mortgages to and conveyances from the society, and he shall be held responsible for the due and proper execution of such deeds, and shall transact all other legal business of the society. He shall be entitled to attend all meetings of the committee of management and members of the society.

Costs of conveyances, &c.

14. The costs of all investigations of title, mortgage deeds, and securities to and conveyances from the society shall be paid by the member on whose account they are incurred out of the advance to be made on the completion of the conveyance to such member; but if no advance be made, the amount shall at once be paid by the member, or he shall be fined as for an equal amount of repayment of advances in arrear. Should any member object to the legal charges, the same shall, at his request, be referred to the committee of management, whose decision thereon shall be final.

Duties of secretary.

15. The secretary of the society shall attend personally, or by deputy approved by the committee of management, all meetings of the society, and also daily at the registered office during office hours, and shall enter in a book correct minutes of all proceedings of every meeting, to be signed by the chairman. He shall keep the accounts, issue all notices, and transact, in conjunction with the committee of management, the general business of the society. He shall have power to call a special meeting of the committee of management on any emergency, and to withhold payment of any advance ordered should doubts arise as to the sufficiency of the security, subject to the confirmation or rejection by the committee at their first subsequent meeting. For such

services he shall be remunerated as the committee of management may from time to time determine.

16. All moneys of or belonging to the society shall be paid into the hands of the bankers, to the credit of the society, and no payment shall be made thereout except upon a cheque signed by three of the committee of management, and countersigned by the secretary.

Auditors.

17. At the first general meeting of the society two members shall be appointed to act as auditors, who shall remain in office until the first annual meeting, when they shall be eligible for re-election.

Reports of surveyors.

18. Whenever the committee of management shall consider it necessary a report in writing of the state and value of any property offered as security to the society shall be made, at the cost of the person requiring the advance, by the surveyor, or other competent person appointed by the committee. The following shall be the remuneration paid in each case where the surveyor is employed:—When the proposed advance is less than 100*l*., ten shillings; and for every additional 50*l*., two shillings and sixpence. The committee of management shall have power from time to time to remove and appoint a surveyor or surveyors to the society. In all cases where the surveyor is employed to make plans or specifications for buildings, he shall be paid by the borrowing member at the rate of $2\frac{1}{2}$ per cent. upon the amount expended, and in case the plan be not prepared by him, he shall be paid $1\frac{1}{2}$ per cent. for his supervision of the work; when required, he shall attend meetings, and give any information to the committee of management without charge.

Misconduct of officers.

19. If any charge of gross neglect, improper conduct, or incompetency, be brought against any officer or member of the committee, the committee of management, at a special meeting convened for the purpose, shall investigate the case in the presence of the party charged, if he desire to be present, and if they find sufficient cause they may remove him by a vote of at least three-fourths of the committee. In case of such removal, the committee shall elect a successor in the same manner as is directed by sect. 2 of this rule.

Accounts of officers.

20. Every officer of the society shall as and when required by the committee of management so to do, give in an account of all moneys and property received by him on behalf of the society,

and shall pay and deliver over the balance of moneys (if any) and all property remaining in his hands, to such person or persons as the committee may appoint.

VIII. *Accounts.*

1. The committee of management shall cause the accounts of the society to be regularly and systematically kept, and shall give the auditors every facility for checking and comparing the same with the vouchers.

Inspection of books and accounts by members.

2. The books and accounts shall be open to the inspection of any member or person having an interest in the funds of the society, at all reasonable times, at the registered office, or at any place where the same are kept, subject to such regulations as to the time and manner of such inspection, as may be made from time to time by the general meetings, and it shall be the duty of the secretary to produce them. But no member, not an officer of the society, shall have the right to inspect the loan or deposit account of any other member without that member's written consent, unless specially authorised to do so by a resolution of the society.

IX. *Annual Statement.*

Audit of accounts.

1. The committee of management shall once at least in every year submit the accounts of the society, together with a general statement of the same and all necessary vouchers up to the 31st December then last, for audit, either to one of the public auditors appointed under the Industrial and Provident Societies Act, 1893, or to two or more persons appointed as auditors by the members at the meeting next before each yearly meeting of the society, and shall lay before every such meeting a balance sheet (which either may or may not be identical with the annual return, but must not be in contradiction to the same), showing the receipts and expenditure, funds and effects of the society, together with a statement of the affairs of the society since the last ordinary meeting, and of their then condition. Such auditors shall have access to all the books and accounts of the society, and shall examine every such balance sheet and the annual return of the society, and shall verify the same with the books, deeds, documents, accounts, and vouchers relating thereto, and shall either sign the same as found

by them to be correct, duly vouched, and in accordance with law, or shall specially report to the meeting of the society, before which the same is laid, in what respect they find it incorrect, unvouched, or not in accordance with law.

Return of receipts and expenditure, &c.

2. Every year, not later than the 31st March, the committee of management shall cause the secretary to send to the registrar the annual return, in the form prescribed by the Chief Registrar of Friendly Societies, required by the Industrial and Provident Societies Act, 1893, of the receipts and expenditure, funds and effects of the society, and of the number of members of the same up to the 31st December then last inclusively, as audited and laid before a general meeting, showing separately the expenditure in respect of the several objects of the society, together with a copy of the auditors' report or reports.

3. Such return shall state whether the audit has been conducted by a public auditor appointed under the Industrial and Provident Societies Act, 1893, and by whom; and if such audit has been conducted by any persons other than a public auditor, shall state the name, address, and calling or profession of every such person, and the manner in which, and the authority under which, he is respectively appointed.

Copies of annual return.

4. It shall be the duty of the committee of management to provide the secretary with a sufficient number of copies of the annual return for supplying, gratuitously, every member or person interested in the funds of the society, on his application, with a copy of the last annual return of the society for the time being; and it shall be the duty of the secretary to supply such gratuitous copies on application accordingly.

Exhibition of balance sheet and report.

5. It shall be the duty of the committee of management to keep a copy of the last annual balance sheet of the society for the time being, together with the report of the auditors, always hung up in a conspicuous place at the registered office of the society.

X. *Publicity.*

Publication of name of society.

The name of the society shall be kept painted and affixed on the outside of every office or place in which the business of the society is carried on, in a conspicuous position, in letters easily legible, and shall be engraved in legible characters on its seal.

and shall be mentioned in legible characters in all notices, advertisements and other official publications of the society, and in all bills of exchange, promissory notes, indorsements, cheques, and orders for money and goods purporting to be signed by or on behalf of the society, and in all bills of parcels, invoices, receipts and letters of credit of the society.

XI. *Spare Capital.*

Investment of capital.

The committee of management may, at their discretion, invest any portion of the capital of the society in any security authorised by the Industrial and Provident Societies Act, 1893.

XII. *Advances.*

Particulars of security.

1. Any member desirous of having an advance, shall furnish particulars of the property proposed as security on a form to be furnished by the society for that purpose; and the security having been accepted by the committee of management, and all the preliminaries having been arranged, the committee may make the advance in one sum; or if required for building, the same may be paid by instalments as the building proceeds.

Mortgages.

2. Any member receiving an advance shall execute a mortgage of the property offered as security to the society, to secure the due payment of the advance, which mortgage shall contain all such covenants and conditions as the solicitor may advise.

Repayments.

3. The advances may be repaid, and the purchase money of property sold by the society may be paid by monthly contributions according to the following scale for every 100*l.* advanced, or to be paid for purchase money as the case may be:—

[*Here set out the tables of repayments.*]

4. When the claims of the society have been satisfied, the committee of management shall, at the expense of the mortgagor, cause a receipt to be indorsed upon the mortgage, in the form given in the schedule hereto; such receipt to be signed by two members of the committee and the secretary, pursuant to the Industrial and Provident Societies Act, 1893, sect. 43.

Expenses of mortgages and conveyances.

5. The committee of management shall have power to pay the legal expenses of preparing any security to or conveyance from the society, and to include the same in the periodical payments to

be made by the member receiving the advance or purchasing from the society.

Sale of mortgaged property.

6. If any member who shall have obtained an advance, or who shall have purchased property from the society, shall be desirous of selling the property mortgaged or purchased, the purchaser may become a member of the society (unless excluded under any other of these rules), and may take the property subject to the mortgage or payment of purchase money, and thenceforth shall become answerable for the payment of all repayments in arrear, all fines due thereon, and all future repayments and fines thereon from time to time falling due in respect of such mortgaged or purchased property; and provided the sanction of the committee of management be given to such transfer, the member transferring his interest in the property shall be released from all future responsibility in respect of such property.

Substitution of other security.

7. The committee of management may from time to time accept any other security by mortgage in manner hereinbefore specified, in the place of any existing security, or may direct the release of any portion of any mortgaged estate, if they shall be satisfied that the remainder will be sufficient security, and may grant and concur in granting a lease or leases of any property in mortgage to the society.

Fines.

8. The fines for the non-payment of borrowers' or purchasers' monthly contributions shall be 3*d*. in the pound per month for each and every month, or fraction of a month, that any subscription shall be in arrear, and double such fines if the member be more than six months in arrear, and the secretary shall deduct the amount due for fines from the first money paid.

Default of mortgagor.

9. If any borrowing or purchasing member neglect, omit, or refuse to pay his monthly contributions for three months, the society shall have power to and may take possession of the property, and to sell the same by private contract or public auction, or collect the rents and reimburse the society, and after paying all expenses, arrears of contributions, fines, and other moneys due to the society, hand over the balance (if any) to the defaulting member.

Completion of unfinished buildings.

10. In case there are unfinished buildings upon any portion of any of the premises mortgaged to or purchased from the society, and the said buildings are left incomplete, or do not progress towards completion in a manner satisfactory to the com-

Power of sale.

mittee of management, the committee shall have power to enter into possession of the said premises without notice, and to employ any person or persons to complete the same, and the money expended and laid out in so doing shall be added to the sum due on the original mortgage, which shall endure to secure the repayment thereof; and the committee shall also have the option, without any notice to the borrower or purchaser, of selling and disposing of the premises mortgaged or purchased, either in their incomplete state or on the same being so completed as aforesaid.

Insurance.

11. All buildings mortgaged to the society, or purchased therefrom on deferred payment, shall be insured against loss or damage by fire, and the secretary shall effect the insurance immediately, in the joint names of the society and the mortgagor or purchaser, and shall continue the insurance for such an amount as the committee of management may consider necessary. The member on whose account any premiums for insurance shall be paid, shall on demand refund the amount so paid, or the secretary shall be authorised to deduct it from any money tendered to him by the member.

Expenses in respect of mortgaged property.

12. All expenses incurred by the society, or any of its officers or agents, in respect of any property mortgaged or offered in security by any member, or purchased from the society, shall be paid out of the society's funds in the first instance, but shall be charged to and forthwith repaid by the member. Until the same are repaid, the member shall be liable to a fine at the rate of 6*l.* per cent. per annum upon the amount remaining unpaid.

Advance payments.

13. Any member paying his contributions in advance, shall be allowed such discount or interest thereon as the committee of management may determine.

Redemption.

14. If any member shall desire to have his property discharged from a mortgage to or rent-charge reserved by the society, before the expiration of the full term for which the original contract was made, he shall be allowed to do so on giving a notice of one clear calendar month prior to the time at which the redemption of such mortgage is proposed to be completed; and on payment of all repayments and any fines and other sums then due in respect thereof up to the time of redemption, and of the balance of capital remaining unpaid under the mortgage or conveyance deed as ascertained by the table in the schedule hereto, together with a redemption fee of 2*l.* per cent. upon the balance so due, a receipt

shall on the order of the committee of management be indorsed on the mortgage or conveyance deed for the full payment of the amount secured by such mortgage or conveyance as provided by sect. 4 of this rule.

XIII. *Purchase and Sale of Sites for Building and Buildings.*

Register of members desiring to acquire houses or land by allotment.

1. The committee of management shall cause a register to be kept at the registered office of the society, in which shall be entered—1st, the names and addresses of members desirous of acquiring houses or land by allotment; 2nd, the number of shares or amount of interest in the society held by each; 3rd, the size or class of house or land required; 4th, the locality in which the house or land is wanted; which entries shall be made free of charge, and the register shall be open at all times to the inspection and use of members during business hours.

Acquirement or erection of sites or houses.

2. So soon as the application for houses or land so registered for any locality are sufficient in the opinion of the committee to warrant the erection or purchase of properties therein suitable or capable of being rendered suitable for the requirements of the members, the committee shall have power to take all measures necessary for the acquirement or erection of such properties; but it shall be entirely in the discretion of the committee (subject to such directions as the society in any general meeting assembled shall from time to time give) to erect more or less than the number applied for in any locality, and all that concerns the choice of sites, purchase of properties already built, and the style, size, and arrangements of the several buildings shall be entirely in the discretion of the committee.

Plans and specifications.

3. When the committee have acquired a site or sites, and have resolved on the erection of dwellings thereon, or have purchased property capable of being rendered suitable for dwellings, they shall cause to be prepared plans and specifications of the intended erections or improvements, and an estimate of the cost thereof, which shall include such sum in addition to the cost of building, or other expenses relating thereto, as the committee shall determine, but not exceeding 25 per cent. of such costs or expenses, to provide for the charges connected with the management of the society, &c., which shall be carried to the profit and loss account of the society; and in the preparation of such plans and

specifications, they shall cause due and sufficient means to be provided for the laying out, kerbing, levelling, sewering, and metalling the streets or roads proposed to be formed, the proper ventilation, drainage, and sewerage of the intended dwelling-houses, and for the supply of water and gas thereto, with all other conveniences necessary for the health and comfort of the occupiers thereof; and should the committee resolve to purchase properties already built, they shall be restricted to the purchase of such properties as either already possess these conditions, or are capable of being improved so as to possess them.

Execution of works.

4. All the buildings which the committee of management shall decide on erecting, and all alterations and improvements which may be made on properties purchased by the society, or the formation, kerbing, and sewering streets laid out thereon, shall be estimated for; and no member of the committee, or other officer of the society, shall be allowed to estimate for the same, or to have any interest, direct or indirect, in any contract with the society; but it shall be competent to the committee to arrange with any member of the society who has obtained a right to a house by allotment, for the execution of such part of the work thereof as he may desire to execute, provided a mutual agreement be made as to the terms and conditions on which such work is to be executed. The committee may, however, if they deem it expedient, purchase any material required in any of such works of building, sewering, or kerbing, and estimate or contract for the labour only.

5. All work done for the society, or houses built by members with advances obtained from the society, shall be done subject to the supervision and to the satisfaction of the surveyor of the society, or such other person as the society at any general meeting of the committee shall appoint.

XIV. *Allotment of Houses or Sites.*

Conditions of allotment.

1. Before proceeding to allot the houses or land so erected, improved, or purchased among the applicants, the committee of management shall cause articles or conditions of allotment to be prepared, which shall set forth the time, place, and manner of allotment, and the price of each house or allotment of land, and the area thereof, and also rules applicable to each separate block,

tenement, or range of houses, or piece or plot of land, in which they shall sufficiently provide for the maintenance, management, inspection, disposal, and occupation thereof, and securing against overcrowding therein, and providing for the rotation in which occupiers thereof shall have the right to the use of any washing-houses, greens, or courts, in common therewith, and for providing against noxious or offensive trades; and every other matter in relation to the said dwelling-houses, or conducive to the health, comfort, and convenience of the occupiers thereof.

Notices and advertisements.

2. The committee shall after the preparation of such plans, specifications, estimates, articles, and conditions of allotment and rules, give written or printed notice thereof to all the members who have registered applications for houses or land in the locality where the houses or land to which they apply will be or are erected, that the same are lying in the registered office of the society for inspection, and shall also cause a notice to the same effect to be given to the members generally through the medium of the public press, the committee exercising their own discretion as to the number of such advertisements, and the newspapers or newspaper in which they shall be inserted.

Allotment.

3. After such plans, specifications, estimates, articles, and conditions of allotment and rules shall have been open for inspection for a period of not less than twenty-one days, the committee shall prepare a list of the members who have registered applications for houses or sites in the district of the class or classes shown upon such plan, and whose paid-up capital or shares shall amount to the proportion of the price thereof hereinafter mentioned, and shall thereupon proceed to allot the same among the applicants by ballot. And each member thus found entitled to a house, shall be bound to accept thereof on the conditions expressed in the articles and conditions of allotment, and to conform to and observe the said rules.

Members entitled to allotments.

4. No member shall be entitled to the opportunity of obtaining a house or land by ballot until the payments on account of shares held by him in the society shall amount to at least 5*l*. per cent. of the price of the houses of the class desired; but payment on shares shall not be considered as part payment of the price of the property allotted, and in the event of the shares held by any member who obtains an allotment right not amounting in nominal value to one-fifth of the price of the house or land

allotted to him, he shall be bound within thirty days to make such payments on his shares or take and pay on such new shares as will make up a sum equal to that proportion; and his failing to do this shall operate as an absolute forfeiture of his right of allotment. The shares so held by a member purchasing from the society shall not be transferred or withdrawn until an aggregate sum equal to the said proportion of purchase money shall have been repaid on capital account as hereinafter provided.

Excessive number of applicants.

5. In the event of there being a greater number of applicants for houses or land in any district than the society can meet at the first or any subsequent allotment, no subsequent applicant for houses or land in that district shall be entitled to the opportunity of an allotment until all the applicants embraced in the list prepared for the ballot immediately preceding such application shall either have obtained property or withdrawn their applications. But should the committee erect or purchase a greater number of houses or quantity of land than applicants have been registered for in any district, it shall be competent to them in the event of any member applying for one of such houses or pieces of land, to allot the same to that member so applying after giving seven days' notice to the members through the local public press of the said property having been applied for, provided no other application for a house of the class, or land in the district be made within the said period; but if another application be so made, the same shall be disposed of by ballot as before, provided and in the event of no member applying for such property, that it shall be competent to the said committee after twenty-one days' notice to sell the same, either in lots or otherwise, and either by public auction or private contract, and to allow the whole or any portion of the purchase-money to remain on mortgage at such rate of interest and in such manner as they may think fit.

Rights of allottees.

6. The members who have obtained rights to houses or land, may enter into possession thereof as soon as possible, also (with the consent of the committee of management first had and obtained) may transfer such rights to other members qualified as before mentioned, and may change the allotments among themselves; or the committee may give a member a transfer from a house or land to which he has obtained a right in one district to a house or land of a similar class in the same or another locality.

Payments by allottees.

7. The price of the houses or land allotted, which shall be regulated by the estimated cost thereof, may be paid by means of monthly instalments, extending over a given number of years, in the same way and according to the same table, and subject to the same fines and other payments, including insurance and solicitor's fee, and with the same right of prepayment of instalments and redemption, as if the price were a loan to the member under the rules hereinbefore contained, the amount paid at any time on capital account being ascertained by a reference to a table in the schedule. On such instalments being paid for the period agreed upon, with all fines (if any) due in respect thereof, the allottee shall become absolute proprietor of the house or land allotted to him free from all payments to the society, but subject to the rules applicable thereto; and the committee may accept payment from any allottee of the price of the property allotted to him, in one sum or partly by payments in advance, and the balance by instalments.

XV. *Titles.*

Conveyances to allottees.

1. On the instalments being paid for the stipulated period for any property so allotted, the society shall execute and deliver to the allottee a conveyance in his favour in which the rules applicable thereto shall be covenanted to be performed in such a manner if possible as to make the covenants run with the land, and by which it shall be declared that it shall be lawful for the society or the owner or occupier of any of the other properties to which such rules apply to enforce observance thereof either by re-entry or in such other manner as by such conveyance shall be declared.

Default in payment of instalments.

2. Until the instalments for each property allotted upon which buildings have been erected by the society have been paid for the period agreed upon, the allottee thereof shall have no right of property therein, except as hereinafter mentioned, and the committee of management, should the allottee make default in payment of such instalments, may exercise the same powers as are given to them by the ninth section of Rule XII. in the case of advances, but it shall be in the option of any allottee or any one in his right whose payments on capital account (as ascertained by reference to Table I.) amount to a sum equal to one-half of the price of the house or land allotted to him, and who is

not in arrear with any of the payments due from him to the society, to require the society to execute and deliver a conveyance thereof in his favour, in accordance with the last preceding section, on his executing at the same time a mortgage of the said property to the society to secure the future repayments in the same manner as is hereinbefore appointed in the case of advances.

Surrender of allotment right.

3. Where a member, who has obtained a property by allotment, desires to emigrate, or finds himself unable to continue payment of the instalments agreed upon and desires to surrender his allotment right, the committee of management shall have power (but shall not be compelled) to accept thereof, and to return to the allottee so surrendering, as also to an allottee ejected from his allotment under the last preceding section, the amount paid by him in respect of capital, subject to any deduction which the committee may think fit to make to put the property in good repair, and to be a fair allowance for the deterioration thereof by effluxion of time or wear and tear, and should the sums paid in respect of such property be insufficient for these purposes, the allottee so surrendering or ejected shall be liable for the deficiency, and shall be bound forthwith to pay the same.

XVI. *Transfer of Shares.*

1. Any member may, unless otherwise forbidden by these rules, transfer the whole or any part of his shares in Class A to such person or persons (subject to Rule IV., sect. 5) as he may think fit, but the society may refuse to register any transfer of shares made by a member who is indebted to them upon any account whatever, and whether under deed, judgment, or otherwise.

2. The instrument of transfer of any share in the society shall be executed both by the transferor and transferee, in the form in the schedule to these rules, and the transferor shall be deemed to be the holder of such share until the name of the transferee is entered on the register book in respect thereof.

3. A fee of one shilling shall be payable upon every transfer, and shall be carried to the account of profit and loss. No transfer shall be registered until the fee is paid.

4. The society shall not be bound to register more than one person as a proprietor in respect of any one share, nor to take

notice of the fact of any assignment being made of any share upon trust, or by way of legal or equitable mortgage only, and not by way of absolute sale.

5. Every transfer shall be subject to the consent of the committee of management.

XVII. *Withdrawal of Shares.*

1. If any member shall be desirous of withdrawing from membership with the society, in respect of any share or shares in Class B held by him in the society, he may do so at any time provided the assets of the society permit, as to all or any portion of the money to which he shall be entitled (interest being allowed on sums so withdrawn up to the last quarter-day preceding the date of his notice), by giving fourteen days' notice for sums not exceeding 10*l*., and for sums exceeding 10*l*. one month's notice, according to the form in the schedule hereto; but he shall not be entitled to any share of the profits of the society becoming divisible in respect of the amount withdrawn between the last division and the date of his withdrawal. No payment of withdrawable capital shall be made while any claim due on account of a deposit is unsatisfied.

2. The committee of management shall have power before making an order for payment of any sum to a member on withdrawal, to order payment out of the balance in the hands of the society's bankers, of all or any debts due and owing from the society, or to declare that a certain sum shall be retained from the moneys of the member to meet the liabilities of the society, due regard being had to shares in Class A, and so as to distribute the contributions rateably between the shares in both classes.

Deductions on withdrawal.

3. In case the liabilities of the society shall at the times of such notice of withdrawal, or before the expiration thereof, in the opinion of the society exceed the assets of the society which shall be applicable thereto, the committee may order that a sum sufficient to discharge a proper proportion of such liabilities, having regard to the number of shares issued in both classes, shall be deducted from the amount payable to any member on withdrawal. The decision of the committee as to the necessity of any deduction, and as to the amount to be deducted, shall be conclusive and

binding on the members. The committee shall also have power to postpone the payment of any money to members who have given notice of withdrawal of shares in Class B, or to direct such payment to be made in rotation according to priority of notice as the funds in hand will allow.

XVIII. *Death, Lunacy, or Bankruptcy of Members.*

Death or lunacy.

1. If any member shall die or shall be found and declared lunatic by commission, the legal personal representative of such deceased member, or the committee of such lunatic member, shall forthwith give notice to the secretary of such death or lunacy, and upon proof of his title to the satisfaction of the committee of management, the share or shares belonging to such deceased or lunatic member shall forthwith be transferred by the secretary into the name of such legal personal representative or committee, who shall be entitled to have and enjoy all the privileges which such member would have enjoyed if living, or of sound mind. But only one person shall be registered as such legal personal representative or committee. Upon such transfer the same fee shall be payable as is mentioned in Rule XVI., sect. 3.

Bankruptcy.

2. If any member shall become bankrupt, his interest in the society shall be transferable or payable to the trustee in his bankruptcy.

XIX. *Register of Members.*

1. The secretary shall keep a book containing a register of all the members of the society, and there shall be entered therein the following particulars:—The names and addresses, and occupations (if any), of the members of the society, with a statement of the shares held by each member, distinguishing each share by its class and number, and of the amount paid or agreed to be considered as paid on the shares of each member.

Notice of change of residence.

2. When any member changes his residence, he shall send a notice thereof to the secretary at the registered office within seven days, and the secretary shall thereupon make the necessary alteration in the register of members. Any member neglecting to give such notice shall be subject to a fine of 6*d*. for the first month, and 1*s*. per share for every subsequent month of such default.

XX. *Nomination.*

Nominations.

1. Any member may, by a writing under his hand, delivered at or sent to the registered office of the society during the lifetime of such member, or made in any book kept thereat, nominate any person or persons other than an officer or servant of the society (unless such officer or servant is the husband, wife, father, mother, child, brother, sister, nephew, or niece of the nominator) to or among whom his property in the society, whether in shares, loans, or deposits, or so much thereof as is specified in such nomination, if the nomination does not comprise the whole, shall be transferred at his decease, provided the amount credited to him in the books of the society does not then exceed 100*l.* sterling.

Revocation of nomination.

2. A nomination so made may be revoked or varied by any similar document under the hand of the nominator, delivered, sent, or made as above mentioned, but shall not be revocable or variable by the will of the nominator or any codicil thereto.

Register of nominations.

3. The secretary shall keep a book in which he shall register or record all nominations made by members of the society of any person or persons other than an officer or servant of the society (unless such officer or servant is the husband, wife, father, mother, child, brother, sister, nephew, or niece of the nominator) to whom his property in the society, whether in shares, loans, or deposits, or so much thereof as is specified in such nomination, if the nomination does not comprise the whole, shall be transferred at his decease, provided that the amount credited to him in the books of the society does not then exceed 100*l.* The secretary shall in like manner record or register all revocations or variations of such nominations by the nominator. The nominator shall pay 3*d.* to the management fund for the recording or registering of every such nomination, revocation, or variation.

Payments on death of nominator.

4. On receiving satisfactory proof of the death of a nominator, the committee shall either transfer the property comprised in the nomination in manner directed by it, or pay to every person entitled thereunder the full value of the property given to him, unless the shares comprised therein, if transferred as directed by the nominator, would raise the share capital of any nominee to an amount exceeding 200*l.*, in which case they shall pay him the value of such shares. An entry of such payment shall be made

in the proper book, and thereupon the shares so paid for shall be extinguished.

5. If the total property of the nominator in the society at his death exceeds 80*l*., the committee shall, before making any payment, require production of a duly stamped receipt for the succession or legacy duty payable thereon, or a letter or certificate from the Commissioners of Inland Revenue stating that no such duty is payable.

Death of member who has made no nomination.

6. If any member entitled to property in the society in respect of shares, loans, or deposits, not exceeding in the whole at his death 100*l*., dies intestate, without having made any nomination thereof then subsisting, the committee may without letters of administration distribute the same among such persons as appear to them, on such evidence as they deem satisfactory, to be entitled by law to receive the same, subject, if such property exceeds 80*l*., to the obtaining from the Commissioners of Inland Revenue a receipt for the succession or legacy duty payable thereon, or a letter or certificate stating that no such duty is payable.

7. If any member entitled to an interest in the society not exceeding 100*l*. dies, leaving a will, and without having made any nomination which remains unrevoked at his death, or if any member whose interest in the society exceed 100*l*. shall die, such interest shall be transferred or paid only to his executors or administrators subject as aforesaid.

XXI. *Alteration of Rules.*

No repeal, alteration, or amendment of, or addition to any of these rules shall be made, except with the consent of a majority in number of the members present at a special general meeting convened for the purpose, representing three-fourths of the total number of votes belonging to the members so present. No amendment of rules is valid until registered.

XXII. *Loans and Deposits.*

The society shall have power to borrow either upon mortgage or debenture bond, from such person or persons (whether members or otherwise) as they may think fit, such sum or sums of money not exceeding two-thirds of the amount for the time being

secured to the society at such rate of interest and upon such terms as they may think fit for the purposes of the society; and the person or persons lending the same shall not be required to see to the application thereof. No deposits shall be received upon a general deposit account of more than ten shillings in any one payment, or of more than 20*l.* from any one depositor (*h*), and at least two clear days' notice shall be required before any deposit shall be payable to a depositor.

XXIII. *Negotiable Instruments.*

Any three of the committee by authority of a meeting of the committee, shall have power to make, draw, accept, or indorse any promissory note or bill of exchange, and to enter into simple contracts in the name and on behalf of the society.

XXIV. *Common Seal.*

The seal of the society shall have for a device " ," and it shall have the name of the society engraved upon it in legible characters. It shall be in the custody of the secretary, and it shall be used only when directed by resolution of the committee of management, or of any general meeting, a minute of which resolution shall be duly recorded by the secretary.

XXV. *Reduction of Capital.*

Should the committee of management at any time have more cash in hand than they can profitably invest or dispose of in accordance with the foregoing rules, they shall call a special general meeting of the members and announce the fact to them, and if the money in hand be not then voluntarily withdrawn by some member or members, they shall, in presence of the meeting, proceed by ballot in such form as shall be prescribed by a resolution of the meeting to purchase the shares of as many members as the money in hand will warrant. And the member or members whom the ballot shall determine upon shall thereupon withdraw from the society in respect of one or more shares, but no member

(*h*) A society receiving deposits of larger amount cannot have withdrawable capital.

shall be required to withdraw more than one share until all the other members of the society have withdrawn one share each, and so on.

XXVI. *Application of Profits.*

The net profits of the society after payment of interest and other sums under these rules shall be divided amongst the members once in every two years with the authority of an annual general meeting of the society, the first division to take place in 191 , and each division to be in proportion to the amount paid upon each share. Provided that the society may at such annual general meeting direct that the whole or any part of the net profits shall be set aside to form a guarantee fund to provide against unforeseen contingencies.

XXVII. *Investigation of Affairs and Voluntary Dissolution.*

1. It shall be the right of one-tenth of the total number of members, or if the number of members shall at any time exceed 1,000, it shall be the right of 100 members, by an application in writing to the chief registrar signed by them in the forms respectively provided by the Treasury regulations in that behalf,

(a) To apply for the appointment of one or more inspectors to examine into the affairs of the society and report thereon.

(b) To apply for the calling of a special meeting of the society.

Either of such applications must be made upon such notice to the society and supported by such evidence for the purpose of showing that the applicants have good reason for requiring such inspection to be made, or meeting to be called, and that they are not actuated by malicious motives in their application, as the chief registrar shall direct.

2. The society may at any time be dissolved by the consent of three-fourths of the number testified by their signatures to some instrument of dissolution in the form prescribed by the Treasury regulations in that behalf.

XXVIII. *Service of Notices.*

1. A notice may be served by the society upon any member either personally or by sending it through the post in a prepaid

letter addressed to such member at his registered place of abode, under Rule XIX., sect. 1.

2. Any notice if served by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of post; and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office.

XXIX. *Construction of Rules.*

In the construction of these rules or of any altered or amended rules, unless the context shall otherwise require, a word in the singular number shall be applicable to the plural also, and *vice versâ*; the term "he" or "him," as applied to a member, allottee, or mortgagor, shall extend to a female; the word month or monthly shall be considered to relate to a calendar month; the term "committee" shall mean the persons acting in fact as the committee of management for the time being. Any adjournment of a meeting shall be deemed a continuance of the meeting adjourned, and shall not be reckoned amongst the number of meetings. The bankers for the time being, and every other person employed by or who shall or may be entrusted with any money, securities, or other property of the society, shall be deemed and taken to be officers thereof; and the term "officers" shall extend to every such person as shall or may be for the time being acting in any office, unless there be something in the context or subject-matter repugnant to such construction.

XXX. *Forms.*

1. Where practicable the forms given in the schedule hereto shall be used for the purpose therein specified.

The SCHEDULE referred to.

Form of Certificate of Shares.

THE Co-operative Building and Land Society, Limited.

This is to certify that A. B., of , in the county of , is the holder of share numbered respectively in the above society, subject to the rules of the society.

Given under the common seal of the said society this day of , 191 .

Form of Transfer of Shares.

I, A. B., of , in the county of , in consideration of the sum of paid to me by C. D., of , in the county of , do hereby transfer to the said C. D. the share in Class A. numbered standing in my name in the books of the Co-operative Building and Land Society, Limited, to hold unto the said C. D., his executors, administrators, and assigns, subject to the several conditions upon which I hold the same at the time of the execution hereof, and I, the said C. D., do hereby agree to take the said share subject to the same conditions.

As witness our hands this day of , 191 .

Form of Notice of Withdrawal.

I, A. B., of , in the county of , do hereby give notice that at the expiration of days from the date hereof, I shall surrender the share in Class B. numbered now standing in my name in the books of the Co-operative Building and Land Society, Limited, upon payment to me of all sums of money due to me in respect thereof, or by virtue of the rules of the said society.

As witness, &c.

To the Co-operative Building and Land Society, Limited.

Form of Nomination.

I, A. B., of , in the county of , do hereby nominate and appoint C. D., of , in the county of , being the husband (*or as the case may be*) of me the said A. B., as the person to whom the share numbered [*or* other property] standing in my name in the books of the Co-operative Building and Land Society, Limited, shall be transferred at my decease.

As witness, &c.

Form of Revocation and New Nomination.

I, A. B., of , in the county of , do hereby revoke all previous nominations and appointments of the share [*or* property] hereinafter described, and do hereby nominate and appoint C. D., of , in the county of , being the of me the said A. B., as the person to whom the share numbered [*or* other property] standing in my name in the books of the Co-operative Building and Land Society, Limited, shall be transferred at my decease.

As witness, &c.

Form of Receipt to be Indorsed on Mortgage or other Assurances.

The Co-operative Building and Land Society, Limited, hereby acknowledges to have received all moneys intended to be secured by the within [*or* above] written deed.

Dated this day of .

} *Members of the Committee.*
Secretary.

[*Here should follow Tables of Contributions, and for Redemption and Withdrawal.*]

BURIALS.

1. REQUISITION *for* MEETING *to determine whether a* BURIAL GROUND *shall be provided.*

15 & 16 Vict. c. 85, ss. 10, 11; 16 & 17 Vict. c. 134, s. 7; and 63 & 64 Vict. c. 15, ss. 4, 9.

To the churchwardens [*or others*] of the parish of ——, in the county of ——.

We, the undersigned ratepayers of the before-mentioned parish, being of opinion that the place of burial belonging to [*description of ground or grounds*] within such parish [is *or* are insufficient, *or* dangerous to health], do hereby authorise and require you forthwith to convene a meeting of the vestry of the said parish, for the special purpose of determining whether a burial ground shall be provided for such parish, under the provisions of the Acts 15 & 16 Vict. c. 85; 16 & 17 Vict. c. 134; and 63 & 64 Vict. c. 15. [And if it be resolved by the vestry that such burial ground shall be provided, to appoint not less than three nor more than nine persons, being ratepayers of the parish, to be the burial board of such parish.]

} Ratepayers of the said parish [*not less than ten*].

2. NOTICE *of* MEETING.

15 & 16 Vict. c. 85, ss. 10, 11; 16 & 17 Vict. c. 134, s. 7; 18 & 19 Vict. c. 128, s. 3; and 63 & 64 Vict. c. 15, ss. 4, 9.

To be affixed to the church doors at least seven days (Sunday being the first) prior to the meeting.

PARISH of ——, in the county of ——.

We hereby convene a meeting of the vestry of this parish, to be held at ——, within the said parish, at —— o'clock in the —— of —— the —— day of —— next, [in pursuance of a requisition, signed by ten or more of the ratepayers thereof requiring us to convene a meeting of the vestry,] for the purpose of determining whether a burial ground shall be provided for the said parish, under the provisions of the Acts 15 & 16 Vict. c. 85; 16 & 17 Vict. c. 134; [18 & 19 Vict. c. 128;] 20 & 21 Vict. c. 81; and 63 & 64 Vict. c. 15. [And if it be resolved by the vestry that such burial ground shall be provided, to appoint not less than three nor more than nine persons, being ratepayers of the parish, to be the burial board of such parish.]

Churchwardens [*or others to whom it belongs to convene meetings of the vestry*] of the parish of

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3. RESOLUTION *to provide a* BURIAL GROUND.

15 & 16 Vict. c. 85, ss. 10, 11; 16 & 17 Vict. c. 134, s. 7; and 63 & 64 Vict. c. 15, ss. 4, 9.

AT a meeting of the vestry of the parish of ——, in the county of ——, duly convened for the special purpose of determining whether a burial ground shall be provided for the said parish, under the Burials (beyond the Metropolis) Act, and held at ——, this —— day of ——, 191—,

It is resolved by the said vestry,

That a [new *or* additional] burial ground shall be provided

for the said parish, under the said Burials [beyond the Metropolis] Act (*a*).

It is also resolved by the said vestry,

That the following persons, being respectively ratepayers of the said parish [together with the Rev. N. X., the incumbent of the said parish], shall be and they are hereby appointed to be the burial board of the said parish; that is to say, A. B., C. D., &c. [*not less than three nor more than nine*].

(Signed) G. H.,
Chairman of the said vestry.

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4. NOTICE *to be sent to the* Local Government Board.

15 & 16 Vict. c. 85, ss. 10, 11; 16 & 17 Vict. c. 134, s. 7; and 63 & 64 Vict. c. 15, ss. 4, 9.

Gentlemen,

I have the honour to inform you that a meeting of the vestry of the parish of ——, in the county of ——, was held on the —— day of —— instant [last], pursuant to notice, given in accordance with the provisions of the Acts 15 & 16 Vict. c. 85; 16 & 17 Vict. c. 134; [18 & 19 Vict. c. 128]; 20 & 21 Vict. c. 81; and 63 & 64 Vict. c. 15, and that the following resolution was passed at such meeting, viz.:—

[*Copy resolution and append signature of the chairman of the meeting.*]

To the Local Government Board.

(*a*) Where the approval of the Local Government Board is necessary (20 & 21 Vict. c. 81, s. 9; 23 & 24 Vict. c. 64, s. 4, as amended by 63 & 64 Vict. c. 15, s. 4), such approval must be obtained before the appointment of the board (34 & 35 Vict. c. 33, s. 1, as amended by 63 & 64 Vict. c. 15, s. 4), for which purpose the meeting may be adjourned.

5. SUMMONS *for* MEETING *of* BURIAL BOARD.

15 & 16 Vict. c. 85, s. 13; 16 & 17 Vict. c. 134, s. 7; and 63 & 64 Vict. c. 15, s. 9.

SIR,

We hereby summon a meeting of the burial board of the parish of —— to be held at ——, on ——, the —— day of ——, instant [next] at —— o'clock in the ——noon, for the purpose of [*object of such special meeting must be clearly defined, and forty-eight hours' notice at least is required*].

To } Members of the said Burial Board.

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6. CERTIFICATE *to* OVERSEERS *for* PAYMENT *of* EXPENSES *incurred by the* BURIAL BOARD.

15 & 16 Vict. c. 85, s. 19; 16 & 17 Vict. c. 134, s. 7; and 63 & 64 Vict. c. 15, s. 9.

WE hereby certify that the sum of —— has been incurred by the burial board of the parish of ——, in the county of ——, in carrying into execution the several Acts relating to burials beyond the metropolis; that is to say, for expenses in providing and laying out a burial ground under the said Acts [and building the necessary chapel (or chapels) thereon]; and you are hereby authorised and directed to pay such sum out of the rates for the relief of the poor in the said parish to —— for and on behalf of the said burial board.

Given under our hands ——, the —— day of ——, 191—.

To } Members of the said Burial Board [*three at least*].

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7. MORTGAGE *of* Poor Rates.

15 & 16 Vict. c. 85, s. 20; 16 & 17 Vict. c. 134, s. 7; 20 & 21 Vict. c. 81, s. 19; and 63 & 64 Vict. c. 15, s. 9.

We, the burial board for the parish of ——, in the county of ——, in consideration of the sum of ——, with the sanction of the vestry of the said parish, and with the approval of the Commissioners of His Majesty's Treasury (testified by the signatures of two of them hereunto affixed) to us advanced and paid by ——, the receipt of which said sum of —— is hereby acknowledged, do by virtue of the powers vested in us by the Acts 15 & 16 Vict. c. 85; 16 & 17 Vict. c. 134; 20 & 21 Vict. c. 81; and 63 & 64 Vict. c. 15, hereby charge the poor rates of the said parish with the payment to the said ——, his executors, administrators, and assigns, of the principal sum of ——, [by the instalments following, that is to say, the principal sum of —— (being one —— part of the said principal sum of ——) on the —— day of —— next, and the like principal sum of —— on the —— day of —— in every succeeding year until the whole of the said first-named principal sum of —— is discharged,] together with interest [thereon or on so much thereof as *or* on the principal which shall from time to time remain due] after the rate of —— per centum per annum, to be payable half-yearly to the said ——, his executors, administrators, and assigns.

Given under our hands and under the seal of the burial board for the parish of ——, in the county of ——, this —— day of ——, one thousand nine hundred and ——.

[L.S.]

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8. TRANSFER *of* Mortgage.

15 & 16 Vict. c. 85, s. 20; 16 & 17 Vict. c. 134, s. 7; 20 & 21 Vict. c. 81, s. 19; and 63 & 64 Vict. c. 15, s. 9.

I, A. B., of ——, in consideration of ——*l.* sterling already paid to me by C. D., of ——, do hereby assign and transfer unto the said C. D., his executors, administrators, and assigns, all the principal sum of ——*l.* secured to me by a mortgage under the seal of the burial board for the parish of ——, in the county of ——, dated on or about the —— day of ——, and

numbered —— in the register of the said board [*if a second transfer, add,* which mortgage, together with the principal and interest moneys secured thereby, was assigned to me by a transfer, dated, &c.], and all interest now due and henceforth to become due in respect thereof, together with the said mortgage security, and all my interest in the rates thereby charged, and all powers and remedies for recovering, receiving, and giving effectual discharges for the said principal and interest moneys hereby assigned.

In witness whereof I have hereunto set my hand and seal this —— day of ——, 191—.

N.B.—Under the Commissioners Clauses Act, 1847 (10 Vict. c. 16), s. 78, this transfer is to be registered within thirty days from the date.

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9. TERMINABLE Annuity Deed.

15 & 16 Vict. c. 85, s. 20; 16 & 17 Vict. c. 134, s. 7; 20 & 21 Vict. c. 81, s. 21; and 63 & 64 Vict. c. 15, s. 9.

We, the burial board of the parish of ——, in the county of ——, in consideration for the sum of ——*l.* sterling, with the sanction of the vestry of the said parish and with the approbation of the Commissioners of His Majesty's Treasury (testified by the signatures of two of them hereunto affixed), to us advanced and paid by A. B., the receipt whereof is hereby acknowledged, do, by virtue of the powers vested in us by the Acts 15 & 16 Vict. c. 85; 16 & 17 Vict. c. 134; 20 & 21 Vict. c. 81; and 63 & 64 Vict. c. 15, hereby grant unto the said A. B. yearly, during his life—*or* unto the said A. B., his executors, administrators, and assigns, yearly during the lives of the said A. B. and of C. D., of, &c., and E. F., of, &c., and the life of the survivor of them,—*or* for the term of —— years [*not exceeding* 30 *years*] from the —— day of ——, the annual sum of ——*l.*, to be issuing out of and charged upon the poor rates of the said parish of ——, the first of such annual payments to be made on the —— day of —— next.

Given under our hands, and under the seal of the burial board

for the parish of ——, in the county of ——, this —— day of ——, 191—.

[L.S.]

N.B.—This annuity must be registered.

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10. CONTRACT *for the* PURCHASE *of* LAND.

15 & 16 Vict. c. 85, s. 26; 16 & 17 Vict. c. 134, s. 7; and 63 & 64 Vict. c. 15, s. 9.

AGREEMENT made the —— day of ——, 191—, between A. B., of, &c., of the one part, and the burial board of the parish of ——, in the county of ——, of the other part, whereby the said A. B. agrees to sell to the said burial board, and the said burial board agrees to purchase at the price of ——, all, &c. [*describing the property*],which premises are required by the said burial board for the purpose of forming a burial ground for [*or* for making additions to the burial ground of] the said parish of ——. And it is agreed that the said purchase money of —— shall be paid by the said burial board to the said A. B. on the —— day of —— next, at twelve at noon, at the office of —— at which time and place the purchase is to be completed, and the said burial board is to have possession of the premises. And the said A. B. agrees, at his own expense, within —— days from this date, to deliver an abstract of his title to the solicitor of the said burial board, and to deduce a good title to the premises in fee simple free from all incumbrances. And on receiving the said purchase money, the said A. B. and all other necessary parties will convey the premises accordingly to the said burial board, or as they may direct.

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11. CONVEYANCE *according to* 8 *Vict. c.* 18; *and to* 15 & 16 *Vict. c.* 85, *ss.* 27, 28; 16 & 17 *Vict. c.* 134, *s.* 7; *and* 63 & 64 *Vict. c.* 15, *s.* 9.

I, —— of ——, in consideration of the sum of —— duly paid to me [*or as the case may be*, into the bank] pursuant to the Acts 15 & 16 Vict. c. 85; 16 & 17 Vict. c. 134; and 63 & 64 Vict. c. 15, by the burial board for the parish of ——, in the county

of ——, appointed and constituted under the provisions and by virtue of the said Acts, do hereby convey to the said burial board, their successors and assigns, all [*describing the premises to be conveyed*], together with all ways, rights, and appurtenances thereunto belonging, and all such estate, right, title, and interest in and to the same as I am or shall become seised or possessed of, or am by the said Acts empowered to convey, to hold the premises to the said burial board, their successors and assigns for ever, according to the true intent and meaning of the said Acts. In witness whereof I have hereunto set my hand and seal this —— day of ——, one thousand nine hundred and ——.

[L.S.]

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12. CONVEYANCE *in consideration of a* RENT-CHARGE *according to* 8 *Vict. c.* 18; *and to* 15 & 16 *Vict. c.* 85, *ss.* 27, 28; 16 & 17 *Vict. c.* 134, *s.* 7; *and* 63 & 64 *Vict. c.* 15, *s.* 9.

I, ——, of ——, in consideration of the rent-charge to be paid to me, my heirs and assigns, as hereinafter mentioned, by the burial board for the parish of ——, in the county of ——, appointed and constituted under the provisions and by virtue of the Acts 15 & 16 Vict. c. 85; 16 & 17 Vict. c. 134; and 63 & 64 Vict. c. 15, do hereby convey to the said burial board, their successors and assigns [*describing the premises to be conveyed*], together with all ways, rights, and appurtenances thereunto belonging, and all my estate, right, title, and interest in and to the same and every part thereof. To hold the said premises to the said burial board, their successors and assigns, for ever, according to the true intent and meaning of the said Acts. They the said burial board, their successors and assigns, henceforth yielding and paying unto me, my heirs and assigns, the clear yearly rent of —— by equal [quarterly *or* half-yearly, *as agreed upon*] portions on the —— day of ——, and the —— day of ——, in every year, clear of all taxes and deductions, the first payment thereof to be made on the —— day of —— next. In witness whereof I hereto set my hand and seal this —— day of ——, one thousand nine hundred and ——.

[L.S.]

13. CONVEYANCE *where* BURIAL GROUND *to be held and used as existing* CHURCHYARD, 15 & 16 *Vict. c.* 85, *s.* 26; 16 & 17 *Vict. c.* 134, *s.* 7; *and* 63 & 64 *Vict. c.* 15, *s.* 9.

WHEREAS the burial board for the parish of ——, in the county of ——, appointed and constituted under the provisions and by virtue of the several Acts of Parliament in that behalf made and passed, &c., have agreed with A. B., of ——, in the county of ——, for the purchase of the piece or parcel of land hereinafter described and intended to be hereby conveyed as and for a new burial ground, for the parish of —— aforesaid, under the provisions of the said Acts, at or for the sum of ——. Now know ye that I the said —— in consideration of the sum of —— duly paid to me [*or as the case may be*, into the bank] pursuant to the Acts 15 & 16 Vict. c. 85; 16 & 17 Vict. c. 134; and 63 & 64 Vict. c. 15, by the burial board for the parish of ——, in the county of ——, appointed and constituted under the provisions and by virtue of the said Acts, do hereby convey to the said burial board, their successors and assigns, all [*describing the premises to be conveyed*], together with all ways, rights and appurtenances thereunto belonging, and all such estate, right, title, and interest in and to the same as I am or shall become seised or possessed of, or am by the said Acts empowered to convey. To hold the said premises to the said burial board, their successors and assigns, for ever, to the intent that the same may be held and used as a burial ground for the parish of —— aforesaid, according to the true intent and meaning of the said Acts. In witness whereof I have hereunto set my hand and seal this —— day of ——, one thousand nine hundred and ——.

[L.S.]

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14. CONTRACT *for* WORKS.

15 & 16 Vict. c. 85, s. 31; 16 & 17 Vict. c. 134, s. 7; and 63 & 64 Vict. c. 15, s. 9.

ARTICLES OF AGREEMENT, made the —— day of ——, one thousand nine hundred and ——, between ——, (hereinafter called the contractor,) for himself, his heirs, executors, and administrators, of the one part, and the burial board for the parish of ——, in the county of ——, of the other part. Parties.

Recital.

WHEREAS, the said burial board [after giving fourteen days' public notice expressing the intention of entering into this contract] has accepted the tender of the said ——, to execute the works described in the schedule hereunto annexed, subject to the terms and provisions hereinafter expressed.

Covenants by contractor: to execute works;

Now, the said ——, for himself, his heirs, executors, and administrators, doth hereby covenant and agree with the said burial board and their successors, that he the said contractor will, in a good, substantial, and workmanlike manner, and with materials sufficient and proper, of their several kinds, execute, perform, and complete all and singular the works mentioned in the specification hereto annexed, or thereby or by this contract implied, or to be reasonably inferred, in and about ——, according to the said specification, and to the plan and drawings prepared by ——, and according to such working and explanatory drawings and instructions as may from time to time be furnished by the surveyor for the time being of the said burial board: the several portions of the said works to be respectively finished and completed on or before the times respectively mentioned in the said specification, and the whole of the said works to be finished and completed, and to be cleared of all scaffolding and rubbish, and other impediments, on or before the —— day of ——, and the said works to be begun, proceeded with, and completed to the satisfaction of the said surveyor of the said burial board, to be testified by a writing or certificate under his hand.

to remove unsound materials;

That if any of the materials used, prepared, or intended to be used by the said contractor, shall be considered by the surveyor for the time being of the said burial board as unsound or improper, the said contractor will, upon notice in writing given by the said surveyor, reject and remove the same from the said ground: and in default of such rejection and removal within three days after such notice, it shall be lawful for the said surveyor to cause the same to be removed at the expense and risk of the said contractor, and all expenses thereby occasioned shall either be deducted out of any moneys then or thereafter due to him from the said burial board, or shall be recoverable by them of the said contractor as liquidated damages.

to discharge unsatisfactory workmen;

That if the said surveyor shall be dissatisfied with any master, foreman, or workman, who shall be employed by the said contractor in the performance of the said works, and shall give notice

in writing to that effect to the said contractor, he shall, within forty-eight hours afterwards, discharge from the works such master, foreman, or workman: and if the said contractor shall neglect so to do, it shall be lawful for the said surveyor to discharge such master, foreman, or workman, and to hire and employ any other person in his stead, at the expense of the said contractor; such expense shall be deducted or recoverable as aforesaid.

to rectify unsound work;

That if the said surveyor shall consider any part of the work unsound, or improperly executed, the said contractor, on notice in writing given by the said surveyor thereof, shall cause such work to be immediately removed, and properly re-executed, without any extra charge whatever: and if the said contractor shall neglect so to remove and re-execute such work, it shall be lawful for the said surveyor to cause the same to be removed and re-executed at the expense of the said contractor: such expense to be deducted or recoverable as aforesaid.

to make alterations and additions;

That if the said burial board shall think proper, at any time before the said works are completed, to make any alterations, additions, or omissions to or in the same, and their surveyor shall give written instructions, signed by him, to the said contractor for such alterations, additions, or omissions: then, but not otherwise, the same shall be done or made by the said contractor: and any alterations, additions, or omissions, if the price be not stipulated in the said specification, shall be measured, or estimated and valued by the said surveyor; and the amount thereof, according to the price or value, shall be added to or deducted from the sum hereinafter mentioned.

to make good loss or damage;

That any loss or damage which may happen to the said works, or the materials or implements therein used during the progress of these works from any cause whatever, shall be borne and made good by the said contractor at his own expense.

to suspend work during inclement weather.

That, during inclement weather, the said contractor, whenever and so long as thereto required by the said surveyor, will suspend the performance of the works, and effectually cover up and protect the same from injury by the weather.

Covenant by burial board to pay price.

And the said burial board do hereby for themselves and their successors, covenant with the said contractor, his executors and administrators, that the said burial board, or their successors, will pay unto the said contractor, his executors, administrators, or assigns, the sum of ——, being the price agreed upon, in manner

following: that is to say—the sum of —— per cent. per month on the amount of work done as it proceeds, the same to be ascertained by the certificate of the said surveyor, and the remainder of the said sum to be paid within three calendar months after the said surveyor shall certify that all the said erections, buildings, works, and premises have been completely erected, done, and finished to his satisfaction: and it is agreed that the certificate of the said surveyor for the time being shall be final and conclusive between the said parties as to the progress, nature, quality, or completion of the said works, and in all other matters and things relating to the premises.

Rescission of contract on bankruptcy, &c. of contractor.

That if the said contractor shall, from bankruptcy, insolvency, or any cause whatever, be prevented or delayed in proceeding with the said works, according to this contract, or shall not proceed therein to the entire satisfaction of the said surveyor, it shall be lawful for the said burial board to rescind this contract by giving to the said contractor notice in writing, signed by their clerk or surveyor, and also to employ any other builder, workman, or other person, by contract, measure, and value, day work or otherwise, to proceed with the said works, and to complete the same: and on the service of the said notice, this contract shall become void as to the said contractor; but without prejudice to any right of action which the said contractor may be subject to for any neglect in not proceeding with the said works pursuant to this contract: and the amount then already paid to the said contractor by the said burial board shall be considered to be the full value of the works executed by him, and the said contractor shall thereupon be paid such a sum only as he may be entitled to, the same to be ascertained by such certificate as aforesaid: and the materials, whether prepared or unprepared, which may be at that time on the premises, shall become the property of the said burial board without further payment for the same: and the said contractor shall not in any manner prevent, hinder, or molest the said burial board or the persons employed by them, in proceeding with and completing the said works, and using such materials as aforesaid.

Service of notices.

That the giving to or leaving at the usual or last place of abode of the said contractor, his executors or administrators, or the giving to his or their foreman or superintendent of the works, of any notices, instructions, or drawings, to be given or furnished under

this contract, shall be deemed good service or delivery thereof to the said contractor, his executors or administrators.

That if this contract be not duly performed, the said —— shall pay to the said burial board the sum of ——, as and for liquidated damages. Liquidated damages for breach.

In witness whereof the said contractor has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered by the above-named ——, in the presence of ——.

The common seal of the said burial board was hereunto affixed at a meeting of the said board, held at the —— day of ——, the date thereof, by ——, in the presence of ——.

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15. BOND *for* SECURING *the* PERFORMANCE *of* CONTRACT.

15 & 16 Vict. c. 85, s. 31; 16 & 17 Vict. c. 134, s. 7; and 63 & 64 Vict. c. 15, s. 9.

KNOW ALL MEN BY THESE PRESENTS, that we ——, are held and firmly bound to —— in the sum of —— of lawful money of Great Britain, to be paid to the said —— or his certain attorney, executors, administrators, or assigns; for which payment, well and truly to be made, we bind ourselves and each of us, and any two of us, our and each of our and any two of our heirs, executors, and administrators, jointly, severally, and respectively, firmly by these presents: sealed with our seals. Dated this —— day of ——, one thousand nine hundred and ——. Obligation.

WHEREAS, by a certain contract or agreement, bearing even date with the above obligation, and made between the above-bounden ——, of the one part, and the burial board of the parish of ——, in the county of——, of the other part, the said —— contracted with the said burial board to execute and perform the works therein mentioned in the manner and by the time therein specified, and subject to such terms, provisions and stipulations as in the said contract or agreement are particularly mentioned Recital.

and set forth, and as on reference thereto will more fully appear.

Condition. Now the condition of the above obligation is such, that if the above-bounden ——, his executors or administrators, do and shall well and truly perform, fulfil, and keep all and every the covenants, clauses, provisoes, terms, and stipulations in the said recited contract or agreement mentioned or contained, and on his part to be observed, performed, fulfilled, and kept, according to the true intent and meaning thereof, then the above bond or obligation shall become void, or else shall be and remain in full force and virtue.

Signed, sealed, and delivered by the above-bounden ——, in the presence of ——.

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16. NOTICE *of* INTERMENT.

15 & 16 Vict. c. 85, s. 32; 16 & 17 Vict. c. 134, s. 7; and 63 & 64 Vict. c. 15, ss. 9, 12.

SIR,—You are requested to give directions that the necessary preparations may be made for the interment, in the burial ground of ——, of the body of [*name in full, with description, or, if under age, name, address, and occupation of parents*], who died on the —— day of —— instant [last], in the parish of ——. The ceremony will be performed by the Rev. ——, in the [consecrated *or* unconsecrated] portion of the ground, in the [grave space, brick grave, *or* vault] numbered —— on the plan of the said burial ground [the exclusive right of burial in which has been acquired by the undersigned —— [for —— years] in perpetuity].

I am, &c.
A. B.

To the clerk of the Burial Board for the Parish of ——.

N.B.—This notice must be delivered between [10 and 4] at the office of the burial board —— days, exclusive of Sunday, prior to any interment. If the right of burial has been purchased, state for what period, and append signature of the owner.

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17. NOTICE *of* BURIAL.

Under 43 & 44 Vict. c. 41, ss. 1 and 3; 63 & 64 Vict. c. 15, s. 8.

I ——, of ——, being the relative [*or* friend, *or* legal representative, *as the case may be, describing the relation if a relative,*] having the charge of or being responsible for the burial of A. B., of ——, who died at ——, in the parish of ——, on the —— day of ——, do hereby give you notice that it is intended by me that the body of the said A. B. shall be buried within the [*here describe the churchyard or the graveyard in which the body is to be buried,*] on the —— day of ——, at the hour of —— without the performance in the manner prescribed by law of the service for the burial of the dead according to the rites of the Church of England, and I give this notice pursuant to the Burial Acts, 1852 to 1885.

To the Rector [*or, as the case may be,*] of ——.

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18. CERTIFICATE *of* BURIAL.

Under 43 & 44 Vict. c. 41, s. 10.

I ——, of ——, the person having the charge of [*or* being responsible for] the burial of the deceased, do hereby certify that on the —— day of ——, A. B. of ——, aged ——, was buried in the churchyard [*or* graveyard] of the parish [*or* district] of ——.

To the Rector [*or, as the case may be,*] of ——.

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19. GRANT *of* EXCLUSIVE RIGHT *of* BURIAL.

15 & 16 Vict. c. 85, s. 33; 16 & 17 Vict. c. 134, s. 7; and 63 & 64 Vict. c. 15, ss. 9, 12.

WE, the burial board for the parish of ——, in the county of ——, in consideration of the sum of ——, paid by ——, of ——, the receipt whereof is hereby acknowledged, do, by virtue of the powers vested in us by the Acts 15 & 16 Vict. c. 85, and 16 & 17 Vict. c. 134, hereby grant unto the aforesaid —— the exclusive right of burial in [*here describe the particular part of the ground or the vault, or other right purchased,*] being part of the burial

ground provided under the said Acts by the burial board aforesaid; to hold the same to the said ——, [his heirs and assigns for ever, *or* for the term of —— years, as may be agreed upon,] for the purpose of burial, subject, nevertheless, to the payment of such fees or sums as are reserved by the said Acts.

Given under our hands, and under the seal of the burial board for the parish of ——, in the county of ——, this —— day of —— one thousand nine hundred and ——.

[L.S.]

For forms of grant of right of burial and of assignment of such right under the Cemeteries Clauses Act, 1847, see the Schedules to that Act.

CHARTERPARTIES.

1. VOYAGE Charter.

IT IS THIS DAY MUTUALLY AGREED between A. B., owner of the good ship or vessel, called the —— A 1 of the measurement of —— tons or thereabouts, now in the port of —— [*or* now at sea having sailed —— weeks ago], and C. D. on behalf of E. F., merchants; that the said ship being tight, staunch and strong, and every way fitted for the voyage shall with all convenient speed sail and proceed in the usual and customary manner with usual dispatch according to the custom of the port [*or* in regular turn] [*or* shall sail from —— on or before the ——] except in the case of accidents beyond the charterers' control to ——, or so near thereunto as she may safey get, and there shall load from the factors of the said —— a full and complete cargo, say about —— tons, not exceeding what she can reasonably stow and carry, over and above her tackle, apparel, provisions, and furniture (the charterers' stevedore to be employed by the ship), and being so loaded shall therewith proceed to ——, or so near thereunto as she may safely get, and deliver the same in the usual and customary manner on being paid freight as follows: viz. —— shillings per ton delivered

(the act of God, the King's enemies, fire, and all and every other dangers and accidents of the seas, rivers, and navigation, of whatever nature and kind soever during the said voyage, always excepted). The freight to be paid on unloading and right delivery of the cargo; running days are to be allowed the said merchant (if the ship is not sooner dispatched), for loading the said ship at ——, and —— days on demurrage over and above the said lying days at £—— per day; days of detention by ice not to be reckoned as lying-days. It is further agreed that the liability of the charterers shall cease as soon as the cargo is on board, but the owners of the ship to have an absolute lien on the cargo for all freight, dead freight, and demurrage. Penalty for non-performance of this agreement, £——.

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2. TIME CHARTER.

IT IS THIS DAY MUTUALLY AGREED between —— owners of the good steam-ship called the —— of —— tons gross register, and —— tons net register, —— horse-power, provided with steam winches and Board of Trade certificates for hull and machinery, classed —— of —— tons dead weight, and —— tons cubic capacity or thereabouts, exclusive of bunkers, which contain —— tons of coals —— and —— of ——, merchants and charterers, as follows, viz.:—

THE said —— agree to let, and the said —— agree to hire the said steam-ship for the term of —— calendar months, commencing —— she then being placed at the disposal of the charterers, at —— in such dock, or at such wharf or place (where she may always safely lie afloat) as the charterers may direct, she being then tight, staunch, strong, and every way fitted for the service (and with full complement of officers, seamen, engineers and firemen for a vessel of her tonnage); to be employed in any lawful trades, between —— as the charterers, or their agents shall direct:— The owners shall provide and pay for all oils, paints, and stores for the vessel, and for all the provisions and wages of the captain, officers, engineers, firemen, and crew; shall pay for the insurance on the vessel (*a*); also for all engine-room

(*a*) This will not exonerate the charterer from liability for damage

stores, and maintain her in a thoroughly efficient state in hull and machinery for the service.

The charterers shall provide and pay for all the coals and fuel (*b*), port charges (*c*), pilotages (*d*), agencies, commissions, and all other charges whatsoever not appertaining to the working or efficiency of the steamer.

The charterers shall pay for the use and hire of the said vessel at the rate of —— per gross register ton —— per calendar month, —— and at and after the same rate for any part of a month (*e*): the hire to continue (*f*) from the time specified for terminating the charter until her delivery to the owners (unless lost) at ——, payment whereof shall be made in cash; and in default of such payment or payments as herein specified, the owners shall have the right of withdrawing the said steamer from the service of the charterers (*g*), without prejudice to any claim the owners

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to the ship caused by negligence of his servants although covered by the insurance. *Air and Force S.S. Co.* v. *Christie* (1893), 9 T. L. R. 104; *The Barnstable* (1900), 181 U. S. 484.

(*b*) This includes coals consumed while the ship is off hire. *Giertsen* v. *Turnbull* (1908), S. C. 1101; see *The Durham City* (1889), 58 L. J. Adm. 46; 14 P. D. 85; *Vogemann* v. *Zanzibar S.S. Co.* (1902), 6 Com. Cas. 253; 7 Com. Cas. 254. It still remains the duty of the master to see that sufficient coals are taken on board for the voyage (*Park* v. *Duncan* (1898), 25 Sess. Ca. (4th) 528), and owners are responsible for his failure to do so. *McIvor* v. *Tate*, [1903] 1 K. B. 362; 72 L. J. K. B. 253.

(*c*) *Newman* v. *Lamport*, [1896] 1 Q. B. 20; 65 L. J. Q. B. 102.

(*d*) This does not make the charterer responsible for the negligence of a pilot. *Fraser* v. *Bee* (1900), 17 T. L. R. 101.

(*e*) Where payment for a voyage is to be made monthly in advance, the payment for the last month must be in full, though it may be probable that the ship will only be employed for part of the month. *Tonnelier* v. *Smith* (1897), 77 L. T. 277; 2 Com. Ca. 121, 258. The same rule applies where the charter is for a fixed term. *Reindeer S.S. Co.* v. *Forslind* (1908), 13 Com. Ca. 113; 24 T. L. R. 529.

(*f*) Where the charterparty was for a period, towards the end of which the ship was sent on a voyage which could not be completed within the period, it was held that the shipowner could not claim damages, or freight at the current (higher) rate during the time beyond the agreed period. *Gray* v. *Christie* (1889), 5 T. L. R. 577; and see *Dene S.S. Co.* v. *Bucknall* (1900), 5 Com. Ca. 372.

(*g*) As to waiver of this right by taking cargo after failure to pay the hire (due in advance) punctually, see *Nova Scotia, &c. Co.* v. *Sutherland, &c. Co.* (1899), 5 Com. Ca. 106. But *cf. Tyrer* v. *Hessler* (1902), 7

may otherwise have on the charterers in pursuance of this charter.

The cargo or cargoes shall be loaded and/or discharged in any dock or at any wharf or place that the charterers may direct, where the vessel can always safely lie afloat.

The whole reach, burthen, and passenger accommodation of the ship (not being more than she can reasonably stow and carry) shall be at the charterers' disposal, reserving only proper and sufficient space for ship's officers, crew, tackle, apparel, furniture, provisions and stores. Cargo and/or coals may be taken on deck at the charterers' risk, so far as the same do not endanger the safety of the vessel.

The expense of loading and discharging shall be borne by the charterers, but the stowage shall be under the control of the master, and the owners shall be responsible for same. Ballast and dunnage, as required, shall be found by the charterers (*h*).

The charterers shall have the right of keeping a supercargo on board during the continuance of this charter, the owners finding him with provisions and accommodation on the same scale as the ship's officers, free of expense to the charterers.

The charterers shall have liberty to send passengers by the vessel upon any voyage made under this charter, the owners finding provisions and all requisites, except liquors, the charterers paying at the rate of —— shillings per diem for each first-class passenger, and at the rate of —— shillings per diem for each second-class passenger, during the time such passengers are on board the steamer.

The master shall prosecute his voyage with the utmost despatch, and shall render all customary assistance with ship's crew and boats.

The master (although appointed by the owners) shall be under the orders and direction of the charterers as regards employment, agency, or other arrangements; and the charterers hereby agree

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Com. Ca. 166; reversing 6 Com. Ca. 143. *Cf. Langford S.S. Owners* v. *Canadian Forwarding, &c. Co.* (1907), 96 L. T. 559; 10 Asp. M. C. 414.

(*h*) In the absence of such special term, the cost of supplying, loading, and discharging ballast falls on the owners, even though all "labourage" is to be paid for by charterer, and though she is to be placed at his disposal "with clear holds." *Weir* v. *Union S.S. Co.*, [1900] A. C. 525; [1900] 1 Q. B. 28; 69 L. J. Q. B. 193, 809; 5 Com. Ca. 24, 363.

to indemnify the owners from all consequences or liabilities that may arise from the master signing bills of lading by their orders or those of their agents, or in otherwise complying with the same (*i*), the act of God, the King's enemies, pirates, robbers, risk of lighterage to and from the vessel or craft or hull, or transhipment, explosion, heat, fire, at any time and place whatever, boilers, steam or machinery, and the consequence of any damage to or defect in boilers or machinery, collision, stranding, steaming, jettison, or any other peril of the sea, rivers, navigation, or of land transit of whatsoever nature or kind, and whether any of the perils, causes, or things above mentioned, or the loss or injury arising therefrom be occasioned by the wrongful act, default, negligence, or error in judgment of the owners, pilot, master, officers, crew, stevedores, or other persons whomsoever in the service of the ship, or for whose acts the shipowner would otherwise be liable, or by unseaworthiness of the ship at the commencement of the voyage (provided all reasonable means have been taken to provide against such unworthiness) or otherwise howsoever excepted.

If the charterers shall have reason to be dissatisfied with the conduct of the master, officers or engineers, the owners shall, on receiving particulars of the complaint, investigate the same, and if necessary, make a change in the appointments.

The master shall be furnished from time to time with all requisite instructions and sailing directions, and shall keep a full and correct log of the voyage or voyages, which are to be open to the charterers or their agents. The master shall take every advantage of the wind by using the sails, with a view to economising the expenditure of fuel.

The charterers shall have the option of continuing the charter for a further period of —— on giving notice thereof to the owners —— before the first-named term shall expire.

In the event of loss of time from the deficiency of men or stores, collision, want of repairs, breakdown of machinery (*k*), or other causes appertaining to the duties of the owners, preventing the

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(*i*) See *Kruger* v. *Moel Tryvan Ship Co.*, [1907] A. C. 273; 76 L. J. K. B. 985; *Milburn* v. *Jamaica, &c. Co.*, [1900] 2 Q. B. 540; 69 L. J. Q. B. 860.

(*k*) *Traae* v. *Lennard*, [1904] 2 K. B. 377; 8 Com. Ca. 239; *Giertsen* v. *Turnbull* (1908), S. C. 1101.

working of the vessel for more than twenty-four working hours, the payment of hire shall cease until she be again in an efficient state to resume her service (*l*); and if, in consequence of such deficiency, collision, want of repairs, breakdown or other causes, the vessel puts into any port or ports other than those to which she is bound, port charges, pilotages, and other expenses (*m*) at those ports shall be borne by the owners. But should the vessel be driven into port or to anchorage by stress of weather, such detention or loss of time shall fall on the charterers (*n*), provided the time is reasonable and other vessels of same size, power and class put in from same cause. Should it be found that the vessel has put in from any other cause all payment to be stopped, and any loss to charterers from this unreasonable delay shall be made good by the owners.

Should the vessel be lost, any freight paid in advance and not earned (reckoning from the date of loss) shall be returned to the charterers.

Should any dispute arise between the owners and the charterers, the matters in dispute shall be referred to three persons at ——, one to be appointed by each of the parties hereto, and the third by the two so chosen, whose decision, or that of any two of them, shall be final.

The owners shall have a lien upon all cargoes, and all sub-freights (*o*), for freight or charter-money due under this charter; and the charterers shall have a lien on the ship for all moneys paid in advance and not earned.

All salvage and derelicts shall be for the joint and equal benefit (*p*) of the owners and charterers.

(*l*) *Hogarth* v. *Miller,* [1891] A. C. 48; 60 L. J. P. C. 1; *Vogemann* v. *Zanzibar S.S. Co.* (1902), 6 Com. Ca. 253; 7 Com. Ca. 254.

(*m*) *The Durham City* (1889), 58 L. J. Adm. 46; 14 P. D. 85.

(*n*) In *Howden* v. *Nutfield S.S. Co.* (1898), 3 Com. Ca. 56, the vessel put into a port of refuge under such circumstances that the hire ran on. Under York-Antwerp rules the owners obtained contribution from the cargo to the cost of wages and provisions while in the port. The time-charterers sought to recover from them the money so received, but failed.

(*o*) See *Tagart, Beaton & Co.* v. *Fisher & Sons,* [1903] 1 K. B. 391; 72 L. J. K. B. 202; *Samuel & Co.* v. *West Hartlepool S. N. Co.* (1907), 12 Com. Ca. 203.

(*p*) Held to mean equal division, subject to deduction of losses and expenses incurred in earning the salvage. *Booker* v. *Pocklington S.S. Co.,* [1899] 2 Q. B. 690; 69 L. J. Q. B. 10.

The charterers shall have the option of sub-letting the steamer, on obtaining owners' consent in writing.

Five per cent. commission on the estimated amount of freight is due from the owners on the execution of this charterparty to ——.

CLUBS.

1. RULES *and* REGULATIONS *of a* SOCIAL CLUB (*a*).

Foundation of the club.

THE —— Club is instituted for the association of gentlemen —— and for promoting and continuing a mutual interest and fellowship between them. As every member will, upon the payment of his entrance fee and subscription, become entitled to the benefits and privileges of the club, so such payment will be considered as a declaration of his submission to the following rules and regulations:—

I.

Who are eligible to become members.

All persons shall be qualified to become members of the club who shall have [*state qualifications for membership*].

II.

Admission of members by ballot.

The admission of members into the club shall be by ballot.

III.

Conditions of being proposed as a candidate, and form of proposal in the books of the club.

Every candidate for admission shall be proposed by one member, and seconded by another. The candidate's name, and usual place or places of residence, rank, profession (if of one), or pursuit, shall be entered in a form to be provided by the committee, which shall be signed by his proposer, and forwarded to the Secretary, whose duty it shall be forthwith to enter the candidate's name and qualifications in the proper candidates' book. The candidate must be

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(*a*) Adapted from the rules of the Oxford and Cambridge University Club, and published by their permission.

duly seconded, and the name of his seconder inserted in the candidates' book at least one month before the name of such candidate is put up for ballot.

IV.

[*Qualification of candidates.*]

V.

Alteration of name or qualification to be notified to the secretary.

If any candidate shall have become qualified for admission, or any alteration in the name, place of residence, rank, or profession of any candidate (which shall not be a matter of public notoriety) shall have taken place subsequently to his having been proposed, it shall be communicated to the Secretary, and entered against the name of such candidate before he be balloted for; and the Secretary shall, within a reasonable time before such ballot, apply to such candidate, proposer, and seconder, or one of them, for information on this point; and no candidate shall be put up for ballot until a satisfactory answer shall have been returned to such application.

VI.

Order of ballot.

The names of the candidates shall be taken in regular succession for ballot.

VII.

Description and qualification of candidates to be exhibited in the club.

The name, qualification, and description of each candidate, together with the names of the proposer and seconder only, shall be exhibited on a card in the principal club room, for the week preceding the day of the ballot.

VIII.

Period for ballots.

A ballot shall take place whenever there shall be two or more vacancies, on every Thursday during the months of February, March, April, May, June, and July, except during the adjournment of Parliament at Easter, unless the committee think fit to order otherwise.

IX.

Hours of balloting.

The time of ballot shall be from half-past one to half-past two, and from five to half-past six o'clock P.M., when the boxes shall

be opened in the presence of one member of the committee at least, who shall declare the result; and a card shall be affixed in the two principal club rooms, with the name or names of those elected.

X.

Number of members necessary to constitute a ballot.

To constitute a ballot, twenty members shall vote in the case of each candidate; and one black ball in every ten shall exclude.

XI.

Twenty-four candidates only to be balloted for on the same day.

No more than twenty-four candidates shall be balloted for on any one day; but in case the ballot for any candidate or candidates shall not have taken place on the day appointed, the name or names shall be put up again on the ensuing day of election, together with those of the other candidates then to be balloted for.

XII.

Notification of election.

Immediately on the election of a member, notice of the same shall be given him, together with a copy of the 12th rule, with a request to pay his admission money and subscription into the hands of the bankers to the club within three months from the date of such notice; and if such admission money and subscription be not paid within three months from the date of such notice, if the member be in the United Kingdom, or within six months if abroad, the election of such member shall be absolutely void; unless he shall show sufficient cause for such delay to the satisfaction of the committee.

XIII.

Payment of entrance money and annual subscription.

No member shall be admitted to any of the benefits or privileges of the club until he shall have paid his entrance money and the first annual subscription.

XIV.

Amount of subscription.

An annual subscription of —— guineas shall be due and payable from each member on the first day of January.

XV.

Payment to be made at the club bankers only.

All members shall pay their entrance fees and subscriptions into the hands of the bankers to the club, —— Bank, Limited (—— branch), and no payment on account of such entrance fee or subscription to any other officer of the club shall be valid.

XVI.

Members failing to pay annual subscription.

On the first of February in every year, the names of the members who shall not have paid their annual subscriptions, shall be put up in the principal club room, and a written notice of the same shall be sent them.

XVII.

Erasure of defaulter's name from club books; exemption of supernumerary members.

In case the annual subscription of any member shall not have been paid on or before the first day in March, his name shall be erased from the list of members, unless he can excuse his default to the satisfaction of the committee; but any member who shall be desirous of residing out of the United Kingdom or the Channel Islands for the whole of any one year or more, shall, on giving written notice of his intention to the committee, on or before the first of January in 19— and subsequent years, be considered as a supernumerary member, and shall pay an annual subscription of £2 2*s*. during the continuance of his residence abroad. Upon his return to the United Kingdom he will be liable to, and shall be charged, the full subscription for the current year, and upon payment thereof he shall be entitled to all the privileges of the club. In case the subscription of any supernumerary member now or hereafter on the books, shall not be paid on or before the 1st of March, he is no longer to be considered a member of the club, and his name will be erased therefrom, unless he can give a satisfactory reason for his delay.

XVIII.

Withdrawal of members from the club: when notice should be given.

Any member intending to withdraw his name from the club, shall give notice in writing to the Secretary, on or before the 1st of January, of his intention to do so; in failure of which he shall pay his subscription for the current year, whether he shall have been in the club-house or not.

XIX.

No member who has not paid his annual subscription to vote at the ballot.

No member shall be allowed to vote at the ballot who shall not have paid his annual subscription for the current year.

XX.

Trustees of the club: property of the club to be vested in them.

The funds and property of the club shall be vested in three trustees and their successors, who shall be *ex officio* members of the committee; and —— —— —— shall be the present trustees for that purpose.

XXI.

Committee: number, constitution, and powers.

All the concerns of the club shall be entrusted to a committee of management, consisting of the three trustees and thirty other members. The committee shall meet at least once a week, to inspect and audit the accounts and arrange the affairs of the club. Three members of the committee, at such meeting, shall form a quorum; and minutes shall be taken of all the proceedings of the committee, and kept for the inspection of the members of the club, under the regulations hereinafter specified.

XXII.

Empowered to make regulations.

The committee shall be empowered to make, from time to time, such regulations consistent with the general rules of the club as they shall think necessary.

XXIII.

Annual meeting of the club: when to be held, and what notice to be given.

An annual meeting of the club shall be held for general purposes on a day in the month of May to be fixed by the committee, of which one month's notice shall be given by cards affixed in all the principal rooms of the club. Notice of this meeting, and a copy of any motion of which notice has been given under Rule XXVI., shall be sent to each member fourteen days before the day of meeting.

XXIV.

Report and abstract of the accounts.

A report and abstract of the state of the accounts and general concerns of the club, for the past year, shall be printed and laid on the table in the principal club room seven days previous to

such general meeting, and copies of the same shall be distributed to all members demanding them.

XXV.

Minute book of the proceedings of the committee.

The minute book of the proceedings of the committee for the past year shall be open to the inspection of any member of the club applying for it seven days previous to the annual general meeting.

XXVI.

Notices to be given of motions not connected with the affairs of the club for the past year.

If any measure not connected with the affairs of the club for the past year shall be intended to be proposed to the annual general meeting, twenty-one days' notice shall be given of the same, and a copy sent to each member, as provided by Rule XXIII.

XXVII.

Audit of accounts.

The accounts of the club shall be audited by a professional accountant, who shall be elected at each annual general meeting, and who shall not be a member of the club.

A vacancy occurring in the office of auditor during the year shall be filled up by the committee.

XXVIII.

Election of members of the committee.

At the annual general meeting, six members of the committee shall go out of office by rotation, and their places shall be supplied by six other members of the club, to be elected at such meeting, by balloting lists, in which shall be printed in alphabetical order, the names of six gentlemen recommended by the committee, and of any other gentlemen which shall be delivered to the Secretary seven days previously to the general meeting on the recommendation in writing of three or more members. The names of the six gentlemen recommended by the committee to be distinguished by being printed in italics.

XXIX.

What notice to be given.

The names of the members of the committee going out, and of those recommended by the committee to supply their places, shall be put up in the principal room of the club fourteen days previously to the general meeting.

XXX.

Vacancies of trustees or members of the committee: how to be filled up.

In case of the death or resignation of any trustee or other member of the committee, one or more members of the club shall be nominated by the committee to fill up the vacancy or vacancies, subject to the approbation of the next annual general meeting.

XXXI.

Number of members.

The club shall consist for the present of twelve hundred members.

XXXII.

Amount of entrance fee.

Every member on his admission shall pay an entrance fee of —— guineas, besides the annual subscription for the current year.

XXXIII.

[*Persons who may be elected by the committee without ballot.*]

XXXIV.

[*Persons eligible as honorary members.*]

XXXV.

Newspapers: reading room.

Newspapers, reviews, magazines, and other periodical works shall be provided by the committee for the reading room.

XXXVI.

The library.

A collection of books, together with globes and maps, shall be formed under the direction of the committee. The members of the club shall be invited to contribute by donations of either books or money, to the establishment of a library, and the names of such donors shall be entered in a book.

XXXVII.

Nothing belonging to the club to be taken out of the house by any member.

No member of the club shall take away from the club-house, on any pretence whatever, any newspaper, pamphlet, book, or other article, the property of the institution.

XXXVIII.

Hours of opening and closing the club-house.

The house doors shall be opened at half-past eight o'clock in the morning, and shall be closed at one a.m., except from the 1st day of May till the 12th day of August (both dates inclusive), when they shall be closed at two a.m., after which hour no member shall be admitted. Such members, however, as may then happen to be actually within the house, are not to be influenced, with respect to their departure, by this rule.

XXXIX.

No member to receive any profit or emolument from the funds or transactions of the club.

No member shall, on any pretence, or in any manner, receive any profit, salary, or emolument from the funds or transactions of the club, under the penalty of expulsion.

XL.

No servant to receive any gratuity from any member of the club.

No officer or servant of the club shall, on any pretence, receive any present, money, or gratuity from any member, or from any tradesman employed by the club, under pain of immediate dismissal.

XLI.

No provisions or liquors to be sent out of the house.

No provisions cooked in the club-house, or wines or other liquors, shall be sent out of the house for the use of any member.

XLII.

Members required to pay expenses incurred by them before leaving the house.

All expenses incurred by the members shall be paid by them before they leave the house, and no account shall be opened or allowed with any member of the club.

XLIII.

Complaints: how to be made.

All complaints respecting breakfasts or dinners should be stated on the back of the bill, and signed by the member complaining, for the notice of the committee; and all complaints respecting the servants, or domestic arrangements of the club, shall be addressed to the committee by letter.

XLIV.

Dogs prohibited.

No dogs shall be admitted into any part of the house.

XLV.

What games may not be played in the club.

No game of ——, hazard, or —— shall, on any account, be played, nor dice used in the club-house; and no game shall be allowed to be played on Sundays, or after the hour at which the doors of the house are closed.

XLVI.

Limit of stakes and bets.

No higher stakes than —— shall be played for, nor any bets exceeding one guinea allowed.

XLVII.

Extraordinary general meeting.

The committee shall be bound, upon the requisition of fifty members, to call an extraordinary general meeting, or shall be at liberty to do so of their own authority, specifying the object, and giving fourteen days' notice of such meeting.

XLVIII.

Infraction of rules to be noticed by the committee.

Powers of the committee.

Any infraction of the rules or regulations of the club shall be taken immediate cognizance of by the committee, and if such infraction shall appear to have been direct and wilful, it shall be attended with the immediate expulsion of the offending member.

XLIX.

Number of committee necessary to deal with such cases.

Every such expulsion shall be decided on by a majority of the committee present at a meeting of not less than thirteen of their members.

L.

General meeting, how summoned, to consider the conduct of a member.

Two-thirds of the meeting to have power to expel a member.

If the conduct of any member, either in or out of the club, shall, in the opinion of the committee, or any twenty-five members of the club who shall certify the same to them in writing, be derogatory to his station in society, or injurious to the character and interests of the club, he shall be subject to expulsion, under the award of a general meeting, which it shall be the duty of the committee expressly to convene, for the purpose of investigating the charges brought against such member. The opinion of such general meeting shall be taken by ballot, when, if two-thirds

of the members voting shall decide that the offending member has merited expulsion, he shall thereupon cease to be a member of the club.

LI.

All members expelled, whether by the committee or at a general meeting, shall have their subscription for the current year returned, shall forfeit, *ipso facto*, all right to or claim upon the club or its property, and shall be for ever after ineligible.

Members expelled to have their subscription for the current year returned.

LII.

Each member of the club shall furnish his address, or that of his banker or agent, from time to time to the Secretary; and all notices and letters sent by post or otherwise, to such address, or in default of such address being furnished, left with the porter, shall be considered as duly delivered.

Addresses of members to be furnished to the secretary.

LIII.

New Rules, or repeal or alteration of existing Rules, may from time to time be made subject to the following conditions, viz.:—

That no new Rule shall be made, and no existing Rule shall be repealed or altered, save by a majority of two-thirds of the members present and voting at the Annual or an Extraordinary General Meeting. It shall be necessary in all cases that twenty-one days' notice of the intention to propose any new Rule, or the repeal or alteration of any existing Rule, shall be given to the Secretary, who shall send notice of the same to every member fourteen days before the General Meeting.

New rules or repeal or alteration of existing rules.

REGULATIONS

Made by the Committee in pursuance of Rule XXII.

General.

1. Bags, luggage, and other property of members are not to be left about the club-house, except in the hall, and there only for a period not exceeding twenty-four hours. Cycles are not to be brought into the club-house.

2. Smoking is allowed in the smoking rooms, billiard rooms,

and card room; and after 9 p.m. members and strangers who have dined in the strangers' room are allowed to smoke there if no occupant of the room objects. Subject to the above, smoking is not allowed in any part of the club-house.

3. Liquors and drinks can be served at any time in the smoking rooms, billiard rooms, and card room. Tea, coffee, &c., can also be served after 1 p.m. in the libraries. Any kind of food not requiring the use of a spoon or fork can be served in all the above rooms after 1 p.m. After 8 p.m., any of the above refreshments may be served in the morning room. Subject to the above regulations, and to those relating to strangers, no refreshments can be served except in the coffee room.

4. No newspaper fixed to a reading frame is to be removed therefrom by any member.

5. Notices can only be put up in the club-house with the sanction of the committee.

6. The north library is a silence room.

7. The club is not to be given as an address in any circular, prospectus, or advertisement.

Coffee Room.

8. A printed list of the ordinary charges in the coffee room, and a written list of the tariffs and charges for the day, shall be kept at the central desk in the coffee room, and not removed therefrom.

9. Members are required to order their dinners on the printed forms provided at the central desk. No dinner can be served unless so ordered.

10. No table can be reserved for any meal more than half an hour before the time for which such meal is ordered.

11. No hot meat or vegetables can be served after midnight, nor any food after the hour at which, for the time being, the club closes.

Strangers and Strangers' Room.

12. Strangers calling on members may be taken into either of the smoking rooms between the hours of 10.30 a.m. and 7 p.m., and served with such refreshments as are mentioned in clause 3, provided that not more than two strangers shall be received or

entertained at the same time under this regulation by any one member.

Such strangers may also be taken into the strangers' dining room between the hours when that room is not being used for committees and ballots, and may be served with similar refreshments.

After 9 p.m. any member may bring with him into the club two strangers, whose names and addresses, together with the name of the member introducing them, shall be entered in a book to be kept in the Front Hall. Strangers so introduced may be taken into the large smoking room and served with similar refreshments.

13. Subject to the regulations in clause 12, strangers calling on members can only be received in the vestibule.

14. Subject to the following regulations, members may entertain other members and strangers at breakfast, lunch or dinner, but these meals can only be served in and to the extent of the capacity of the strangers' room.

(*a*) The name and address of every member or stranger entertained shall be entered in the Guest Book provided for that purpose, together with the name of the member entertaining.

(*b*) Any table which may be disengaged may be reserved.

(*c*) Subject to the following exception, members are not entitled to entertain more than six guests each at the same meal. Exception:—

One member, on giving at least three days' notice by entering the names and addresses of his guests in the Guest Book, may entertain a party not exceeding eighteen persons in all, of which the proportion of members to strangers shall be at least one in six. For the purpose of ascertaining such proportion, no member's name shall be counted unless he shall have received and accepted an invitation from the host. Not more than one party may be given under this exception at any one meal.

(*d*) No member or members, by uniting parties together, shall reserve the exclusive use of the strangers' room nor create a party otherwise than in accordance with the exception under (*c*) above.

15. Breakfast can only be served between 9 a.m. and 11 a.m.; and lunch between 1 p.m. and 3 p.m. No dinner can be ordered later than 8 p.m., or for a later time than 8.30 p.m.; and if

dinner be not ordered before 2 p.m., the menu must be limited to the bill of fare of the day.

16. No coffee room joint, nor anything less than a portion, can be served at dinner.

17. The table charges for each stranger are: for lunch 6*d*., and for dinner 1*s*. 6*d*. The table charges for members are the same as in the coffee room.

18. Strangers invited to breakfast or lunch shall be shown into the vestibule; strangers invited to dine shall be shown into the vestibule or the south library.

19. After breakfast or lunch, strangers may be taken into either of the smoking rooms, and after lunch they may also be taken into the lower billiard room up to 4 p.m. After dinner, strangers may be taken into the south library, into either of the smoking rooms or the lower billiard room, or into the card room.

20. The use of the club-house by strangers is strictly limited to the rooms, hours, and purposes above specified.

21. In the foregoing regulations the terms "strangers" and "guests" shall not include ladies.

Bedrooms.

1. The charge for a bedroom is 6*s*. (inclusive of bath, light and service), entitling the member to the use of the room from noon to noon the following day. The charge for fires or electric radiators is 1*s*. a night.

2. A member occupying a bedroom, but going away from Saturday to Monday, shall, on giving notice in writing beforehand to the Secretary, be charged for the Saturday night and for the Sunday night at one-half the rate laid down in Regulation 1, unless all the remaining bedrooms are engaged, in which case he shall be charged at full rate, whether his room is applied for or not, and will retain the use of the room. The two nights in question to count as "occupation" for the purpose of Regulation 8.

3. Rooms not vacated by 12 noon will be charged for for another day, but the charge may be remitted should the room be let subsequently on that day. Members are requested to give the Secretary as long notice as possible of their intention to vacate rooms.

4. Should a member go away and leave his personal effects in a bedroom he will be considered in occupation and charged accordingly.

5. Every bedroom ordered but not occupied must be paid for, unless a cancelling order is received before noon on the day previous to that for which it was reserved.

6. Applications for bedrooms must be made to the Secretary, and must state the period for which required. Applications will be registered in the order of receipt, and the rooms reserved accordingly.

7. A bedroom cannot be engaged more than one calendar month before it is required. The room thus engaged must be paid for, whether the member for whom it is retained occupies it or not. If no specific number of days be mentioned, the Secretary shall assume that the room is required for one night only, and may re-let it if applied for.

8. The period prescribed for a member's occupation of a bedroom is one week, after which he is liable to be called upon to vacate it, if applied for by another member before 10 o'clock a.m. In the event of no application being made before that hour, the member in possession shall be entitled to occupy it from night to night.

9. No member can enter upon a fresh term of a week until he has ceased to occupy his room for three consecutive nights, when his name will be placed at the bottom of the list of applicants.

10. Bedrooms are for the use of members only. No strangers are to be admitted to the bedroom floors except with the sanction of the Secretary.

11. The committee undertake no responsibility for articles of value left in the bedrooms: such articles may, on application to the Secretary, be placed in his safe, when a receipt shall be given for them.

12. No meals, other than light breakfasts, shall be served in the bedrooms. This regulation is not intended to preclude the service of necessary meals in the bedrooms in cases of temporary illness.

13. Bedrooms are not intended for members who are seriously ill. In case of illness the Secretary, with the approval of the Medical Officer of the club, may order the immediate removal

of the member, who must defray any special expense to which the club may be put in consequence of his illness.

14. Every member must settle his bedroom account daily.

15. Members occupying bedrooms are requested to observe the following Rule:—

RULE XL.

"No officer or servant of the club shall, on any pretence, receive "any present, money, or gratuity from any member, "or from any tradesman employed by the club, under "pain of instant dismissal."

The servants' Christmas List is a ready means of showing appreciation of club service should a member so desire.

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2. RULES *of a* POLITICAL CLUB (*b*).

Name. 1. This Club shall be called the "—— Club."

Objects. 2. The Club is established primarily to extend —— principles, and to advance the interests of the —— party in the Borough of ——, and shall be in close correspondence with the —— for the Borough; and the Club shall be affiliated to, and inter-affiliated with the —— subject to the rules and regulations thereof.

Secondarily, to discuss lectures and addresses upon subjects of political and social interest, and to afford the Members the advantages of a Social Club, viz.:—Reading Room supplied with papers and periodicals; Billiards and other Games, and the means of obtaining refreshments at a reasonable rate.

All candidates for admission to membership shall promise to give a general support to the —— party.

Officers. 3. The officers of the Club shall consist of three Honorary joint Treasurers, with power for two to sign cheques, and an Honorary Solicitor, to be elected at the Annual General Meeting, who shall retire annually, but be eligible for re-election.

Trustees. 4. There shall not be less than three nor more than five Trustees, in whom all the property of the Club shall be vested. The Trustees

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(*b*) Adapted from the rules of the Chelsea Conservative Club, and published by their permission.

shall continue in office until death, resignation, or bankruptcy, or until a Special General Meeting called for that purpose shall appoint other or others in their place. In the event of any one of the Trustees dying, resigning, or becoming incapable to act, he shall be replaced by another, to be appointed at the next Annual General Meeting, or Special General Meeting called for that purpose, and thereupon all the property vested in the Trustee so retiring or becoming incapable to act shall vest in the new Trustee. The Trustees shall have the right to be present, to speak, and to vote, at all Special and General Meetings, and at all meetings of the Managing Committee. The Trustees are empowered to retain a portion of the subscribed capital as a reserve fund. The present Trustees are:—

Managing committee:

5. A Committee consisting of fourteen Members and the officers of the Club (who shall be ex-officio members) shall have control of all business connected with carrying on the Club, and shall have power to appoint from its Members Sub-Committees for Finance, House and other special purposes for the current year, and define their powers, and shall also have the following powers:

powers:

(1) To appoint at their first meeting after the Annual General Meeting of the Club, a Chairman and a Vice-Chairman for the year.

In case either the Chairman or the Vice-Chairman for the year is unable to attend any Meeting of the Committee, the Members present, if a quorum, may elect a Chairman *pro tem.*

(2) To elect Members of the Club by a majority of votes, in accordance with Rule 7, such election to be by ballot or otherwise, as the Committee may determine.

(3) The Managing Committee may also from time to time elect a President, and also, as Vice-Presidents, any gentlemen who shall give a donation of ten guineas, and who shall enjoy the same privileges as Honorary Members.

(4) To fill up any vacancies that may from time to time occur in the Managing or Sub-Committees, by a resolution of the remainder of the Managing Committee.

(5) In case of a vacancy occurring in any of the offices provided in Rule 3, the Managing Committee may fill up the vacancy for the remainder of the current year by re-

solution, of which one week's notice shall be posted in the Club.

(6) To appoint a Secretary and Steward at such monthly salaries as they may deem proper, having due regard to the financial condition of the Club.

(7) To make Bye-laws, provided there be nothing therein contained contrary to the Rules of the Club.

(8) To set apart one room as a Committee Room for all the Committees, which room shall not be used by any Members of the Club when required for any purposes of the Managing or Sub-Committees.

rotation; (a) One half of the Members of the Managing Committee, in seniority by election, shall retire annually, and their places shall be filled by Members to be elected at the Annual General Meeting of the Club. Retiring Members shall be eligible for re-election, but all candidates for the Committee shall be proposed and seconded in writing, the same to be sent to the Secretary fourteen days prior to the Annual Meeting, which nominations shall be posted in the Club on receipt thereof. No Member shall be eligible to serve on the Committee of Management unless he has been a Member of the Club for the preceding twelve months.

In case of dispute in determining who shall be the retiring Members the same may be determined by ballot.

The new Member or Members appointed pursuant to Section 4 of the 5th Rule (to fill up vacancies) shall for the purpose of this Rule be deemed to take the place in all respects of the vacating Member or Members.

meetings; (b) The Managing Committee shall meet weekly, and oftener if necessary, for the transaction of current or special business.

quorum; (c) A quorum of the Managing Committee shall be five, exclusive of ex-officio Members.

casting vote; (d) The Chairman at all meetings of the Managing Committee shall have a casting vote.

absence from meetings; (e) If any Member of the Managing Committee, or any Sub-Committee, shall, without notice, absent himself four consecutive times from the meetings of the Committee of which he is a Member, he shall cease to be a member of such Committee.

special meetings; (f) The Secretary, or any five Members of the Managing Committee, may summon a Special Meeting of the Committee at any

time; but at that meeting no other business than that specified in the notice shall be transacted.

(g) The ex-officio Members of the Managing Committee shall be entitled to vote at the meetings of the Managing Committee. ex-officio members;

(h) The Managing Committee shall present a report of the proceedings of the past year, with an annexed account of expenditure, liabilities and assets, to the Annual General Meeting. report.

(i) The several Sub-Committees shall appoint Chairmen for the year at the first meeting after their appointment. Sub-committees.

(j) The Chairman of every Sub-Committee shall have a casting vote.

(k) The quorum of a Sub-Committee shall be two.

(l) The Bar Committee shall take stock monthly and report the result to Managing Committee.

(m) All matters and accounts recommended by any Sub-Committee to be done or paid, shall first be reported upon to, and sanctioned by, the Managing Committee, before they are carried into effect or discharged.

6. Every person having been duly nominated and elected, and who shall have paid the necessary Entrance Fee and Subscription, shall be deemed to be a Member of the Club, and shall then receive one copy of the Rules free. Membership.

7. [*Election of Members.*]

8. [*Entrance Fee and Subscription.*]

9. [*Honorary Members.*]

10. [*Visitors.*]

11. Inter-affiliated Members of Clubs inter-affiliated with the —— shall be admitted as temporary Honorary Members of the Club, provided that they conform to the following Rules and Regulations of the above-named ——. Inter-affiliation.

(1) No holder of an inter-affiliation ticket shall be admitted into the Club until he has produced his own Club ticket for the inspection of some Club official, showing that he has paid his subscription at his own Club for the whole time during which he is admitted to the Club. He must sign his name and enter the name of his own Club and the number of his inter-affiliation ticket in the book kept for that purpose in the Club, declaring that he has paid his subscription to his own Club for the current quarter, is eligible for the privileges of inter-affiliation,

and pledging himself to abide by the Rules and Regulations of the Club. The signature of the inter-affiliated Member in the above-mentioned book shall in every case be compared by the door-keeper or some other official with the signature on the inter-affiliation ticket before the holder shall be admitted. The Club Steward shall on no account serve an inter-affiliated Member until he has satisfied himself that the above formalities have been complied with.

(2) Inter-affiliated Members visiting the Club shall have the same privileges and rights and be subject to the same Rules and Regulations as an ordinary Member (except when special regulations have been made under section 4), but shall not be entitled to introduce guests, purchase exciseable articles for consumption off the Club premises, take books from the Club, or vote at meetings.

(3) Inter-affiliation tickets shall not give the right of entering or using the Club to:—

(a) Any person who has been a former Member of the Club and who has left it in arrear in payment of his subscription, or who is otherwise a debtor to the Club.

(b) Any Member of any Club who is under suspension or expulsion from the said Club.

(c) Any person who has been an unsuccessful candidate for admission to the Club.

(d) The holder of any inter-affiliation ticket which has been cancelled by the Committee of the Club issuing it, or issued to a suspended or expelled Member.

(e) The holder of any inter-affiliation ticket issued by any Club which has ceased to exist, or which is no longer affiliated to the ——.

(4) The Committee of every inter-affiliated Club reserves to itself the right to make special regulations (subject to the permission of the ——), as to the admission of inter-affiliated Members, in which case copies of the same will be exhibited on the Club Notice Board.

Funds.

12. All moneys received on account of subscriptions, donations or otherwise shall be applied towards carrying out the objects of the Club according to these Rules, no surplus being divisible among the members individually.

The funds of the Club shall alone be answerable for any debts or claims against it; and no Member of the Managing Committee, although he may be party to any order, shall be individually liable in respect of any order given or made by or on behalf of the Club, as between himself and the Club.

Duties of treasurers.

13. The Treasurers shall keep an account in the name of the Club at such Bank or Bankers as may from time to time be appointed at any Annual or Special General Meeting, to which all receipts on account of the Club shall be paid, and shall jointly sign cheques for such accounts (and such only) as shall have been authorised by a resolution of the Managing Committee, and upon instructions to do so, signed by the chairman of such meeting at which such resolution has been passed, and further, shall cause the banker's pass book, with vouchers, to be produced at each meeting of the Managing Committee.

Duties of secretary.

14. The Secretary shall attend all meetings of the Managing Committee and Sub-Committees, General and Special Meetings, keep minutes of the proceedings, and enter the same in books provided by the Club for that purpose, which books shall not be taken out of the Club, receive subscriptions and other moneys on behalf of the Club, and within one week pay the same over to the banking account, and shall produce vouchers for the same, and shall also produce statements of petty cash disbursements. He shall post and bring before the Committee the names of Candidates for Membership, keep a register of the names and addresses of all the Members, and prepare an Annual Balance Sheet duly signed by the Auditors in accordance with Rule 15. He shall keep the books of the Club in a clear and intelligible manner, and produce the same to the several Committees when required; carry on all correspondence, and act generally as the official organ of the Club. The secretary shall in all matters be under the direction of the Managing Committee, and shall provide a security of £50. In case of resignation or dismissal, he shall immediately hand over all books, moneys, or other property of the Club in his possession to the Managing Committee.

Auditors and audit.

15. The auditors shall be appointed at the Annual General Meeting. They shall retire annually, but shall be eligible for re-election. The accounts of the Club shall be audited quarterly, and a statement of the same shall be laid before the Annual

General Meeting. A fee of two guineas shall be paid to each of the auditors for their services at the close of the financial year.

General meetings.

16. The Annual General Meeting of the Members shall be held in the month of March in every year, on a day to be appointed by the Managing Committee, of which seven days' notice shall be given by post, to receive a report from the Managing Committee of the year's proceedings, and also a duly audited statement of receipts and expenditure, and to transact such other business as may be prescribed in any of these Rules, or as may be expedient, but notice of such meeting shall be posted in one of the rooms of the Club twenty-eight days previously.

Special general meetings.

17. A Special General Meeting of the Members may be called, on a requisition to the Managing Committee, signed by at least thirty Members, none of whose subscriptions shall be in arrear. Such requisition shall specify the object of the Special Meeting, and seven days' notice at least of such meeting shall be given. The Members upon whose requisition such meeting is called shall collectively pay a deposit of four guineas, which, in the event of failure in carrying their object, shall be applied towards payment of the expenses of the meeting, but in the event of their carrying their object, shall be returned to such Members. No other business than that specified in the notice shall be transacted at such meeting.

Making or altering rules.

18. No new Rule shall be made, or an existing one altered, or rescinded, unless agreed to by a majority of two-thirds of the Members present at an Annual or Special General Meeting duly convened according to Rules 16 and 17, and the proposed alteration or rescission shall be specified in the notice calling such meeting.

Right of voting.

19. No Member shall be entitled to vote at any Annual or Special General Meeting or any Meeting of the Managing or Sub-Committees, whose subscription is in arrear for the current quarter. In the case of Special General Meetings held for the alteration or rescission of any Rule, he must have been in membership for the preceding six months. For the removal or appointment of Trustees, the Member must have been in membership for not less than twelve months. No paid official shall have power to vote at any Committee or other Meeting. For the purpose of this Rule the Auditors shall not be considered paid officials.

Notices.

20. All notices in pursuance of these Rules shall be deemed good and sufficient if sent by post addressed to Members at their addresses as entered in the Club Book of Members, or left at such

addresses as above mentioned, or, if deemed advisable, posted up conspicuously in the principal Club Rooms.

Complaints.

21. In case any Member of the Club shall have any complaints to make, either against the Officers of the Club or any Member thereof, the person so aggrieved may in writing, directed to the Chairman, bring the matter before the Managing Committee.

Suspension and expulsion of members.

22. In case any Member shall be guilty of gambling, betting, drunkenness, swearing, or of using offensive or obscene language, or shall be guilty of any conduct either in or out of the Club House, which shall in the opinion of the Managing Committee be injurious or detrimental to the character and interests of the Club, or opposed to the principles upon which the Club is established, the Managing Committee shall be empowered at their next Ordinary Meeting, or at a previous meeting to be specially summoned, to at once suspend such Member from the privileges of the Club. When a Member is suspended under this Rule, he shall receive notice from the Secretary, and shall have the right to attend and explain his conduct, but in case he fails so to attend, or his explanation is not considered satisfactory, the Managing Committee shall be empowered to expel such Member, provided such expulsion is agreed to by a majority of three-fourths of the Members present at such meeting; the vote to be taken by ballot.

When a Member is suspended under this Rule, the Steward shall have immediate notice from the Secretary not to serve such Member, and he shall not be admitted to the Club premises, pending the decision of the Managing Committee, and when a Member is expelled he shall not under any circumstances be thereafter allowed on the Club premises.

Hours.

23. The Club shall be open daily from 10.30 a.m. to 1.30 a.m., except on Saturdays, when it shall open at 10.30 a.m. and close at 12.30 a.m.; and upon Sundays the Club shall open at 12 noon and close at 11.30 p.m. The Committee shall have power to extend the hours upon special occasions, and shall also have the power to close the Club on Christmas Day.

No games shall be played on Sunday.

Order for club requirements.

24. The Managing Committee, or Sub-Committees, or any Officer, or the Secretary, authorised by an order in writing, signed by the Chairman of the proper Committee in a book kept for that purpose, shall have power to give orders to tradesmen and others for goods and other things necessary for carrying out the purposes

of the Club, but nothing in this Rule shall empower the Managing Committee to incur expenditure except such as is consistent with the purposes for which the Club is established, and in no case beyond the extent that the funds of the Club will admit, and no Officer of the Club shall, by mere virtue of his appointment to his office, have authority to give orders for goods or dispose of the funds of the Club. The Finance, House and other Special Committees shall keep minutes and accounts of all orders given or liability incurred, and report to the Managing Committee weekly.

Library.

25. From time to time such portions of the surplus funds of the Club as the Managing Committee may determine, may be expended in the purchase of books to found a Library; but no books shall be purchased or placed in the Library until approved by the Managing Committee. Gifts and loans of books, maps, prints, engravings, &c., from Members and friends may be accepted, and are solicited. The Librarian shall be appointed by the said Committee, and shall be responsible for all books received for the use of the Members of the Club. Members shall not, on any pretence, take away any newspaper, pamphlet, book, map, or stationery the property of the Club.

Supply of liquors.

26. The Steward shall not at any time supply to Members any Malt or Spirituous Liquor or other refreshment to be consumed off the Club premises.

Rules and bye-laws.

27. A copy of the Rules and Bye-laws shall be posted in a conspicuous place in the rooms of the Club.

28. As the payment of the subscription entitles the Member to all the privileges of the Club, it is also a distinct acknowledgment on his part that he is bound by the Rules and Bye-laws of the Club, whether he has read them or not.

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3. RULES *and* REGULATIONS *of a* YACHT CLUB (*c*).

Preamble.

1. The object of this club being the encouragement of yacht building and sailing on the River Thames, the funds of the club shall be appropriated, after payment of the necessary and cur-

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(*c*) Adapted from the rules of the Royal Thames Yacht Club, and published by their permission.

rent expenses, to the purchase of cups, or to other prizes to be sailed for by yachts, under the direction of the club.

Officers.

2. The officers of the club shall consist of a Commodore, Vice-Commodore, Rear-Commodore, Three Trustees, Secretary, Cup-Bearer; the Commodore, Vice-Commodore, Rear-Commodore, and Trustees shall be *ex officio* members of all committees. —— —— shall be the present Trustees of the club; and upon the death or resignation of any one or more of them, it shall be lawful for the General Committee of Management to nominate and appoint any member or members of the club to be a Trustee or Trustees in his or their place; all the funds and property of the club shall be transferred to and vested in the Trustees, and all securities shall be taken, stocks purchased, and investments and purchases of property made, in the names of the Trustees. The funds and property, the subject-matter of the trust, shall be subject to the disposition of the General Committee of Management, the orders in writing of whom, signed by the Chairman for the time being, and attested by the Secretary, shall be obligatory upon and indemnify the Trustees for any sale, purchase, investment, disposition, or act done by them in pursuance of such orders.

Secretary.

3. The Secretary shall be a paid officer, but may be admitted an honorary member of the club. The General Committee of Management shall have the power of dismissing the present or any future Secretary in case he shall not in their opinion properly discharge the duties of his office, subject to the regulations hereinafter mentioned, that is to say:

(i.) The power of dismissing the Secretary shall be exercised by the General Committee of Management only by a resolution to that effect, to be passed at a meeting of such Committee consisting of not less than eleven members thereof, and confirmed at a subsequent meeting of such Committee, also consisting of not less than eleven members.

(ii.) Such subsequent meeting shall be held as soon after seven clear days from the first meeting as may be convenient, and within twenty-one days thereof.

(iii.) Upon the confirmation of a resolution dismissing the Secretary, the office shall become *ipso facto* vacant, and the Secretary so dismissed shall not be entitled to any compensation for the loss of his office, but shall be entitled

only to a proportionate amount of his salary up to and including the day of the confirmation of such resolution; but it shall be lawful for the Committee to direct payment to any such dismissed Secretary of such sum of money, not exceeding the amount of six months' salary, as they shall in their absolute discretion deem fit. Upon a vacancy occurring in the office of Secretary, by the dismissal, resignation, or death of the present or any future Secretary, the General Committee of Management shall, as soon as circumstances will permit, appoint a duly qualified person to the vacant office.

General committee of management.

4. All the affairs of the club—the domestic and other arrangements, and regulations for its establishment and welfare—shall be conducted by a General Committee of Management, consisting of twenty-one, exclusive of *ex officio* members, five to form a quorum; and such Committee are empowered to publish such Bye-Laws from time to time as they may deem expedient.

At the Annual General Meeting in March, one-third of the Committee shall retire in rotation, the members so retiring being ineligible for re-election until one year after their retirement.

The Committee shall meet from time to time, as they think expedient, or when required by the Commodore, Vice-Commodore, or Rear-Commodore, or upon the requisition of five members of the Committee; all members to be eligible to act on the General Committee shall be proposed and seconded in writing; such nomination to be forwarded to the Secretary at least a fortnight before the Annual General Meeting; the names of members so proposed shall be suspended in the club room, and printed with the circular convening the Annual General Meeting, and the candidates for vacant places, caused by the retirement of members, shall be elected by a ballot at the said meeting, such ballot to be by means of printed lists, and the candidates having the greatest number of votes shall fill the existing vacancies.

Election of sailing committee.

The General Committee shall appoint not less than nine members from the general body of the club to act as the Sailing Committee; such Committee shall retire in rotation in the same manner as the General Committee, but shall be eligible for re-election;

Sub-committees.

the General Committee shall nominate sub-committees for such purposes as they may deem proper, correct minutes of their pro-

ceedings being kept by the Secretary of the club. Vacancies occurring between the Annual Meetings shall be filled by the Committee.

5. [*Subscriptions.*]

6. [*Election of Officers.*]

Limitation of members and candidates for admission.

7. The members of the club shall be limited to 1,000, except in the case of candidates owning a yacht of not less than nine tons Thames measurement, whose election may be proceeded with notwithstanding such limitation. Every candidate for admission to the club shall be proposed by one member and seconded by another; his name, address, profession, or business, with the names of his proposer and seconder, shall be inserted in the "List of Candidates" Book ten days at least before such candidate shall be eligible for ballot by the Committee; and according as vacancies occur, the Secretary shall post the names of candidates to be balloted for in the club room ten days before such ballot takes place; the candidates to be taken from the "List of Candidates" Book according to the date of their proposal. No second ballot shall take place the same date for any proposed candidate for election.

Election of candidates.

8. The election of members is vested solely in the Committee of Management, and the Sailing Committee, and shall be by ballot at any meeting specially summoned for that purpose. Eight members of this Committee shall be a quorum at such ballot, and one black ball in six shall exclude.

Honorary members.

9. The Committee shall have power to elect any person as an honorary member of the club for such time as they may think fit.

Payment of entrance fee and subscriptions.

10. It shall be in the power of the Committee to impose such an entrance fee not exceeding Ten Guineas as they may from time to time in their discretion determine, but so that the imposition of such entrance fee or increased entrance fee shall not apply to any candidate who shall have been proposed and seconded for election before the imposition of such entrance fee, or increased entrance fee, and shall not apply to members elected under the provisions of Section 5 (d), or to owners of yachts of not less than nine tons Thames measurement. A member upon his admission to the club shall pay such entrance fee (if any) as may for the time being be in force in addition to the annual subscription, and shall not be entered on the list of the club, or be entitled to the privileges thereof, until he has paid such entrance

fee and subscription, and unless the same be paid within one calendar month the election shall be void, and he shall not be eligible for re-election unless a satisfactory explanation be given; provided always that any member elected at or after the ballot meeting in October, and previously to the ballot meeting in the January following, shall not be liable to pay another subscription until the second January after such election.

Subscriptions in arrear.

11. The Secretary shall inform all members whose subscriptions may be unpaid on the 15th February of their subscriptions being due, and any member failing to pay his subscription, together with a fine of One Guinea, at or before the 1st day of April following shall have his name exhibited in the club-room as a defaulter, and shall be liable to have his name erased from the books of the club by the General Committee of Management; any person so excluded shall not be re-elected at any future time, unless sufficient reason be shown to the contrary; and any such person so excluded shall not be introduced into the club as a guest.

Resignation.

All members wishing to withdraw from the club shall give notice thereof in writing to the Secretary, before the first day of January, and shall pay all arrears due up to the time of such notice, and in default thereof they shall be liable to the current year's expenses; and no member shall be allowed the privileges of, or to use the club house, whose subscription for the current year, together with such fine as aforesaid, is unpaid on the 15th of February. Such fine shall be imposed at the discretion of the Committee.

Exemption when abroad.

12. Members proceeding abroad on service or while engaged in business abroad for any entire year, may on application to the Committee become supernumerary members, paying an annual subscription of One Guinea, commencing from 1st of January following their departure from the United Kingdom.

If a supernumerary member returns to the United Kingdom before August 1st, he shall be liable for the balance of his full subscription for that year; if on or after August 1st and before October 1st, for Four Guineas inclusive of his supernumerary subscription; if after October 1st, for Two Guineas inclusive of his supernumerary subscription.

A member who shall give notice to the Secretary that he will by January 31st in any year quit the United Kingdom and remain absent for the remainder of that year, may also be considered a

supernumerary member, and shall pay Two Guineas as his subscription for that year. He will be liable to the further payment as indicated earlier in these Rules should he return to the United Kingdom before the end of that year.

Any supernumerary member flying the club colours shall be liable for the full subscription, and any supernumerary member who for two consecutive years shall have failed to pay his annual subscription, shall be considered to have resigned, and his name shall be erased from the list of members, and he shall not be re-admitted unless he can assign to the Committee satisfactory reasons for the non-payment.

13. No member shall be allowed to take part in any debate or proceeding of the club, or to have a voice or vote upon any subject connected with the club, until he shall have paid his subscription for the current year, and all other sums which he may owe to the club. Ineligible to speak or vote

14. All money collected by the Secretary shall be paid by him as soon as practicable, and without any deduction, to the account of the club with the Bankers, and no payment shall be made except by the orders of the General Committee of Management, and by cheques signed by the Chairman for the time being, and one other member of such Committee, and counter-signed by the Secretary; and there shall be printed and circulated previous to the Annual General Meeting in March, a statement of cash receipts and disbursements, together with a Balance-sheet of the year's transactions, duly certified by the auditors. Payments.

15. [*Audits.*]

16. [*Annual Meeting of the club.*]

17. At all general meetings of the club twenty-one members shall form a quorum. If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon a requisition of members, as hereinafter provided, shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week, at the same time and place; and if at such adjourned meeting a quorum is not present, those members who are present shall be a quorum, and may transact the business for which the meeting was called. Twenty-one a quorum.

18. No political subject shall be discussed at a club meeting. Politics.

19. The Commodore, if present, shall take the chair at all meetings of the club, and in his absence the Vice-Commodore or Chairman.

Rear-Commodore, and in the event of the Commodore, Vice-Commodore, and Rear-Commodore being absent, it shall be imperative upon the member who may be elected by those present as chairman, to take the chair.

Minutes.

20. The Secretary shall keep correct minutes of the proceedings of the club, in books which are to be produced at every general meeting.

Uniform.

21. The club uniform shall be a plain blue dress coat, a white waistcoat, each with the club buttons, and trousers blue or white, according to the season; and the undress uniform shall be waistcoat and trousers as before mentioned, and a blue jacket with club buttons; in each case a black neckerchief. The uniform of the Commodore, Vice-Commodore, and Rear-Commodore shall only differ from the above by having club buttons on the pockets and cuffs.

Ensign and burgee.

22. The club flag shall be the Blue Ensign of His Majesty's Fleet, agreeable to a warrant dated 24th July, 1848, granted to the club by the Lords Commissioners of the Admiralty; the Burgee shall be blue, with a white cross, and a red crown in the centre; the hoist of the Ensign to be two-thirds of the length, the Burgee to be always hoisted with the club Ensign.

Uniformity of burgee.

23. As uniformity in the Burgee of the club is desirable, the dimensions shall vary only according to the tonnage of the respective vessels, and shall be in conformity with a pattern to be seen at ——.

Yachts let on hire not eligible.

24. No vessel which shall be used for trade or business, or for letting for hire, or for any other purpose than pleasure, shall belong to the club, or be entitled to the benefits or privileges thereof; provided always that this regulation is not intended to preclude any member from letting his vessel, or to deprive such vessel of the benefits and privileges aforesaid, except for the time during which she shall be let.

Matches.

25. The days for sailing the matches of the season shall be fixed at the Annual General Meeting in March.

Rules to be printed.

26. There shall be printed for the use of the members of the club annually, a list of the members of the club, specifying the names of such members, and the dates of their respective admissions, and the same shall be added to the Rules of the club, together with a list of the yachts belonging to the members.

27. The members of the club shall be numbered, and the numbers shall be printed with the list of names in the Book of Rules, so as to enable one yacht to signal to another, when at a distance, what members they may have on board. Members numbered.

28. The Committee may call a special general meeting of the club whenever they may think it necessary or advisable to do so; and the objects of such meeting, and the time and place of holding the same, shall be notified by the Secretary to all members seven days previous to such meeting. Upon a requisition being presented to the Secretary, signed by at least seven members, stating the subject intended to be brought forward, it shall be incumbent upon the Secretary to call a special general meeting of the club, to be held fifteen days after the receipt of such requisition, and the decisions of any meeting so called shall be final; provided always that no decision of the Committee shall be re-opened at any such last-mentioned general meeting. Special meetings.

29. The club shall have power at a general meeting to expel any member if his conduct shall be considered to call for such a proceeding; provided always that no member shall be expelled unless notice shall have been posted in the club-room ten days before the meeting that such expulsion will be proposed, and that in case of a ballot, the majority of votes in favour of such expulsion shall be in the ratio of at least three to two. Pending the calling of a meeting of the club, the General Committee of Management shall have the power to suspend any member whose conduct may be considered to call for such a proceeding, provided that the Committee specially called for that purpose shall consist of not less than fifteen, and the majority shall be in the ratio of at least three to two, and that the meeting of the club shall be called at the earliest possible opportunity. Expulsion.

This section of the Rule does not apply to members in arrear for subscription, who may under Rule 11 be expelled from the club by the General Committee of Management.

If any member shall be adjudicated a bankrupt, or shall make any composition or arrangement with his creditors, under any Bankruptcy Act, or shall have a Receiving Order made against him, or shall be declared a defaulter on the Stock Exchange, or on the Turf, or being a Solicitor, shall be struck off the Rolls, or shall give or cash in the club a cheque, drawn by himself, which is dishonoured, he shall *ipso facto* cease to be a member of the Insolvent, bankrupt, defaulter, dishonoured cheques, &c.

club, and shall be restrained from using the club for any purpose whatsoever, and shall forfeit all right or claim upon the club and its property; but upon application being made by such member to the Committee, stating the cause of such adjudication in bankruptcy, making of such composition or arrangement, or Receiving Order, or default on the Stock Exchange or Turf, or being struck off the Rolls, or of such cheque being dishonoured, as the case may be, such member may be re-admitted and restored to his former rights by the Committee.

Opening cruise.

30. The owners of yachts shall open the season by sailing down the river in company on such day as may be appointed at the Annual General Meeting in March.

Steamboat tickets.

31. A steamboat shall be hired on match days, for the accommodation of the Commodore and members of the club. Members and their friends shall be admitted by tickets only which must be signed by a member, and paid for on delivery. No tickets shall be delivered to members whose subscriptions may be unpaid, and tickets with their signatures shall be rejected.

Rescinding resolutions.

32. When a motion has been carried at a meeting of the club, it shall not be competent at a subsequent meeting of the club to rescind the resolution so passed upon a mere question of confirmation or non-confirmation of minutes, but a special notice of motion shall in such case be necessary.

Signals.

33. The Commercial Code of Signals shall be adopted by the club.

Purchase and sale of yachts.

34. Any member wishing to dispose of his yacht, may register the same with the Secretary, and the remuneration for selling or letting a yacht shall be fixed by the Sailing Committee.

Exemption of dues.

35. Foreign Governments and the authorities of the Isle of Man, having granted permission for the yachts of the club to enter and frequent their ports and harbours free of all Government dues, it is enacted, there shall be printed annually lists of the yachts, with all necessary particulars, to be sent to such Governments, in order that such privileges may be continued.

36. [*Alteration of Rules.*]

37. [*Notice of alteration.*]

Chairman's casting vote.

38. Every question submitted to a meeting shall, unless unanimously decided, be decided in the first instance by a show of hands, and in the case of an equality of votes, the Chairman shall, both

on a show of hands and at a poll, have a casting vote, in addition to the vote to which he may be entitled as a member.

Chairman's declaration decisive.

39. At any meeting (unless a poll is demanded by five members) a declaration by the Chairman that a resolution has been carried, or carried by a particular majority, or lost or not carried by a particular majority, shall be conclusive evidence of the fact.

Regulations for a poll.

40. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place, and either immediately or after an adjournment not exceeding seven days, as the Chairman of the meeting directs; and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Liability of members.

41. Every member of the club shall be liable to contribute rateably with the other members to the assets of the club, should such assets be found at any time during his membership, or within one year after his resignation, insufficient for the payment of the liabilities of the club, such amount as with the contributions of other members will be sufficient to extinguish the liabilities of the club, provided that the total liability of any member under this rule shall be limited to the sum of £5; provided further that if any member shall have ceased to be a member his rateable contribution shall be limited to liabilities contracted before the time at which he ceased to be a member.

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4. RULES *of a* Golf Club (*d*).

[*The Club is the property of The —— Golf Club, Limited (a Company incorporated under the Companies (Consolidation) Act,* 1908*), hereinafter called "the Company."*]

Objects.

1. The —— Golf Club is established for the purpose of playing Golf and for providing such accommodation and recreation as may be desirable for its Members, and shall be limited to —— Members, including the Founders, and exclusive of Honorary, Restricted, Lady and Temporary Members.

Rules of the game.

2. The Rules of the Game of Golf shall be those adopted from time to time by the Royal and Ancient Golf Club, St. Andrew's,

(*d*) Adapted from the rules of the Ealing Golf Club, and published by their permission.

subject to the local rules, applicable to the —— Golf Club's Links, as may be made by the Committee.

Founders.

3. Founders comprise all persons who subscribed on or before the ——, 19—, to the list of applicants for Founders' Certificates, and paid the amounts required of them in respect of such applications; and all persons who, subsequent to the above date, shall have acquired such certificates and shall have been duly elected Members of the Club. In these Rules, where not repugnant to the context, the word "Members" shall include Founders.

Management of the club.

4. The Company undertakes the responsibility for all costs and expenses of the Club, and no Member or Founder shall be under any liability whatsoever for such costs and expenses, with the exception of a liability in respect of an indemnity in favour of the Company's Trustees, in whom are vested the leases of land and houses, but it is hereby provided that such indemnity be limited to an amount not exceeding £5 per head, and that no Member or Founder shall be liable in this respect twelve months after his resignation has been accepted. Honorary, Restricted, Lady and Temporary Members shall not be subject to this liability.

Fees, subscriptions, &c.

5. The Directors of the Company shall determine the amount of entrance fees (if any), the rates of subscription, Green Fees, the scale of charges for refreshments, &c., and generally all matters relating to finance.

Committee.

6. Subject to Rule 4 hereof, the management shall be in the hands of a Committee. The Committee shall consist of six elected Members and *ex-officio* Members, viz.: the Directors of the Company and the Captain of the Club. Three elected Members shall form a quorum. Two Members shall retire at the Annual General Meeting, but shall be eligible for re-election. The Members to retire shall be those who have been longest in office, subject to Rule 10 (c) hereof. In case of equality in this respect, the order of the retirement of Members, unless they agree among themselves, shall be determined by ballot.

Any resolution passed by the General Committee affecting finance, directly or indirectly, shall have no effect until confirmed by the Directors of the Company.

Sub-committees.

The Committee may appoint from time to time Sub-Committees (to consist either of Members of the Committee or of ordinary Members of the Club) as they may deem necessary for any special

purpose. The Directors of the Company and Captain of the Club shall be *ex-officio* Members of all Sub-Committees.

General meetings.

7. There shall be an Annual General Meeting of the Club on the second Saturday of October, unless otherwise notified, for the purpose of receiving the Secretary's Report, electing a Captain and Members to fill vacancies on the Committee, and for the purpose of transacting any other business. Fourteen days' notice of such General Meeting shall be sent to each Member at his registered address.

8. An Extraordinary General Meeting may be called by the Committee, when any matter of urgent importance shall occur, by giving seven days' notice, stating the business to be transacted.

9. Questions shall be decided at General Meetings by the majority of votes of the Members present, the Chairman (to be elected by the Meeting) having, in the case of an equality of votes, a second or casting vote.

Election of committee.

10. The election of Members of the Committee shall take place in the following manner:—

(a) Any two Members of the Club shall be at liberty to nominate a Member to serve on the Committee, having previously received the assent of such Member. Nominations, including those of the retiring Members seeking re-election, shall be sent in writing to the Secretary eight days at least before the Annual General Meeting. Members of the Committee wishing to retire must give three weeks' notice of their intention.

(b) A list in alphabetical order of all candidates seeking election shall be fixed to the notice board of the Club seven days before the Annual General Meeting. The candidates shall be balloted for at the Annual General Meeting. In case there shall not be a sufficient number of candidates nominated, the Committee shall fill up the remaining vacancies.

(c) The Committee may at any time appoint any Member to fill a casual vacancy on the Committee, but any Member so appointed shall retire at the next Annual General Meeting, and shall be eligible for election. The Member so elected shall hold office during such time only as the Member in whose place he is appointed would have held office if he had remained.

Chairman. (d) A Chairman, selected by the Committee, shall preside at their meetings, and shall, in the case of an equality of votes, have a second or casting vote.

Absence. (e) Any elected Member who absents himself from three consecutive Meetings of the General Committee *ipso facto* ceases to be a Member thereof, unless he furnish reasons for his absence satisfactory to the Committee.

The president and vice-presidents. 11. A President and one or more Vice-Presidents of the Club may be elected for a term of two years at an Annual General Meeting.

The captain. 12. The Captain shall arrange inter-club fixtures and team matches, and shall also decide any immediate questions relative to play between the sittings of the Committee, or of any Sub-Committee appointed for the regulation of play.

13. [*Election of Members.*]

14. [*Notification of Election.*]

15. [*Expulsion of Members.*]

16. [*Entrance Fees and Subscriptions.*]

17. [*Arrears of Subscriptions.*]

18. [*Service of Notices.*]

19. [*Resignation of Members.*]

Restricted members. 20. The Committee may elect a limited number of Members who may play on all days except Saturdays, Sundays, Competition Days, Christmas Day, Good Friday, and Bank Holidays.

Restricted Members may not be introduced as Guests.

Restricted Members may at any time, provided there are vacancies, become full Members without further election, and with priority over the waiting list, on payment of entrance fee and necessary additional subscription.

Lady members. 21. The Committee may elect Lady Members (not exceeding 100 in number), who may play on all days except Saturdays, Sundays, and Competition days, on the distinct understanding that they shall allow Gentlemen's Matches to pass them, except on the Ladies' Monthly Medal and Bogey Competition days, which are on the second and fourth Wednesdays of the month respectively, and on their Spring and Autumn Meeting days. Lady Members may, however, play in a match with a gentleman on any day except Competition days.

Temporary members. 22. A limited number of Temporary Members, both gentlemen and ladies, may be admitted to the use of the Club House and

Links on all days on payment of 2*s*. 6*d*. per day; 7*s*. 6*d*. per week or part of a week; £1 1*s*. per month, or £5 5*s*. for six months, but Temporary Lady Members and Lady Guests shall be subject to the restrictions imposed by Rule 21. Such Temporary Members must be introduced by a Member of the Club. In the event of the payment not being made by the Temporary Member, the Member introducing him shall be liable for it.

Local Residents who are not members of London District Golf Clubs cannot be introduced as Temporary Members for less than a week.

Temporary Members for less than six months shall not be entitled to enter for Club Competitions, and no Temporary Member shall be entitled to compete for Challenge Cups.

23. Relations of Members, if under 21 years of age, and undergraduate members of the universities of Oxford and Cambridge, will be admitted as Temporary Members at a reduced rate of 10*s*. 6*d*. per month, and may continue their temporary membership after the expiration of a month at half the rate of Temporary Members' Subscription.

Officers of the Navy and Army on the active list, whether stationed in England or on leave from abroad, and other persons holding permanent appointments abroad and spending their leave in England, may be admitted as Temporary Members for not less than one month without Entrance Fee and on payment of a proportionate amount of the current annual subscription for full Members.

Honorary members.

24. The Committee may elect at an Annual Subscription of £1 1*s*., Honorary Members who shall be entitled to the use of the Club House, but shall not be entitled to play on the Links.

Absentee members.

25. Members absent for the whole of any year shall pay a Subscription of 10*s*. 6*d*. for that year, provided they shall have given to the Secretary previous notice of their intention.

Members absent abroad for one whole year or more shall pay a Subscription of 10*s*. 6*d*. for the whole period of their absence, provided they shall have given to the Secretary previous notice of their intention.

Guests.

26. Guests may be introduced by any class of Member, on any day except the Spring and Autumn Meeting days, subject to the name and address of the Guest being entered in the Visitors'

Book, and to the payment by the Member introducing him of the following Green Fees:—

Saturdays, Sundays, Bank Holidays and Public Holidays	2/6
All other days	1/-

Green Fees for Local Residents who are not members of London District Golf Clubs:—

Saturdays, Sundays, Bank Holidays and Public Holidays	5/-
All other days	2/6

All refreshments must be paid for by the Member.

The club house.

27. The Club House will be open daily, closing at 11 p.m. Between midnight and 1 a.m. each Member remaining in the Club House will be charged 2*s.* 6*d.*, and after 1 a.m. 5*s.* for each hour, or part of an hour.

28. Members only are allowed to pay for refreshments.

29. No wines or spirits may be purchased for consumption outside the Club.

30. Any Member having a suggestion to make is requested to address it to the Secretary in writing or to enter it in the Suggestion Book.

31. Members are not allowed to send the Club servants on errands.

32. Dogs are not allowed inside the Club House, or on the Links.

33. Lockers can be rented at the rate of 5*s.* per annum (payable in advance).

34. Card money will be charged at 6*d.* per diem for each player.

35. Members' boots and clubs will be cleaned at a charge of 7*s.* 6*d.* per annum (payable in advance).

36. No Member shall take away from the Club House, or shall injure or destroy, any newspaper, pamphlet, book or other article the property of the Club.

37. No notice, paper, or placard, written or printed, shall be exhibited in the Club House without the sanction of the Committee.

38. All Members are required to pay every expense incurred by them in the Club House before leaving.

39. All complaints shall be made to the Secretary. In no instance shall a servant be reprimanded directly by any Member. Complaints.

40. The First Division shall consist of Members with a handicap of 12 or under, and the Second Division of Members with a handicap exceeding 12. In Competitions, open to both divisions, handicaps shall be limited to 18. Competitions.

Note.—The Ladies' Committee have resolved that the Ladies' First Division shall consist of Members with a handicap of 18 or under, and the Second Division of Members with a handicap exceeding 18.

41. No competitor shall start before 9 a.m. Competition Cards will not be received after 6 p.m. from 1st October to 31st March, or after 7 p.m. from 1st April to 30th September. Members are requested to return their cards, whatever their scores may be.

42. Ties in Competitions must be played off on or before the second Saturday following such Competitions, such Saturday being the compulsory day. The competitors shall make their own arrangements for playing off the Tie, but they must all play on the same day, not necessarily together.

43. In all cases a card must be taken out before starting, and the original card must be returned.

44. Members qualified in the Second Division for Medal or Bogey Finals and afterwards transferred to the First Division, may compete for the Second Division Prizes, unless they have subsequently qualified to compete in the First Division Finals, in which case they can compete for the First Division only.

45. The Local Rules are as follows:— Local rules.

(1) A ball lying on a Putting Green may be lifted and cleaned, and be placed by hand as nearly as possible where it lay. (The words "Putting Green" do not have the St. Andrew's Rules interpretation, but apply only to the closely cut portion round the hole.)

(2) A ball lying on a green other than the green which is being played to shall be lifted and dropped off the green not nearer the hole.

(3) If a ball be lying in, on, under, or close to a hedge, bush, ditch, fence, building or bridge, it may be lifted and dropped, under penalty of one stroke, any distance behind the spot where the ball lay, provided the spot can be kept between the player and the hole; but if

for want of space or any other cause it be impossible to drop behind the spot, the ball may be dropped, under penalty of one stroke, within two club lengths of the spot where it lay, but not nearer the hole.

NOTE.—The ponds going to holes Nos. 1, 2, 3, and 10, and the River Brent are recognised water hazards, and a ball lying in one of these hazards may be lifted and dropped in accordance with the Rules of Golf (No. 27, Sections 1 and 5). The banks of the above water hazards below the level of the course shall be regarded as part of the hazards. It shall not be necessary to walk more than 25 yards in order to comply with Section 1 of Rule 27.

(4) Cinder Paths and all open grips and narrow trenches dug out for draining the ground are to be considered as "ground under repair." The large ditch across No. 13 is a hazard and that portion of the ditch which runs along the hedge in the first field of No. 4 is a ditch to which the first section of Local Rule 3 applies.

(5) A ball driven from the 1st Tee into the left of the two ponds on the right of the course, or from the 6th Tee into the river to the left of No. 9 Bridge, or on to the banks below the level of the course of these hazards, may be lifted and dropped without penalty.

(6) If the play of a ball be interfered with by posts or wire guarding a green, the ball may be lifted and dropped without penalty within two club lengths, but not nearer the hole.

(7) A ball driven into the river from Tees Nos. 1, 9, and 14 must be re-teed if the player elect to play from the Tee.

Alteration of rules.

46. The Committee shall have power to make new Rules, or to alter or rescind existing Rules, but so that no such new Rule, alteration or rescission shall affect or be repugnant hereto, or to the Rules numbered 1 to 6 inclusive. No such new Rule, alteration or rescission shall have effect until approved by the Directors of the Company.

Etiquette of Golf.

1. No one should stand close to or directly behind the ball, move, or talk when a player is making a stroke.

On the putting green no one should stand behind the hole in the line of the player's stroke.

2. The player who has the honour should be allowed to play before his opponent tees his ball.

3. No player should play from the tee until the party in front have played their second strokes, and are out of range, nor play up to the putting green till the party in front have holed out and moved away.

4. Players who have holed out should not try their putts over again when other players are following them.

5. Players looking for a lost ball should allow other matches coming up to pass them. They should signal to the players following them to pass, and having given such a signal, they should not continue their play until these players have passed and are out of reach.

6. Turf cut or displaced by a player should be at once replaced and pressed down with the foot.

7. A player should carefully fill up all holes made by himself in a bunker.

8. Players should see that their caddies do not injure the holes by standing close to them when the ground is soft.

9. A player who has incurred a penalty stroke should intimate the fact to his opponent as soon as possible.

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5. RULES *of a* Rowing Club (*e*).

I. That this Club be called the "—— Rowing Club," and that the colours be ——. Name and colours.

II. That the object of this Club be the encouragement of Rowing on the River Thames. Object.

III. [*Election of Members.*]

(*e*) Adapted from the rules of the London Rowing Club, and published by their permission.

Entrance fee and subscription.

IV. That everyone on election must, in lieu of Entrance Fee, become the proprietor of a £2 fully paid-up share in the —— —— Company, such share to revert to the Company upon the death of its proprietor or upon his resignation or expulsion from the Club. That the annual subscription be £2 2*s*. (except in cases of those Members who became Honorary Members before the 1st August, 1872, at an annual subscription of £1 1*s*.), for which annual subscription a Member may compound by a single payment of £15 15*s*. at the time of joining the Club, or of £7 17*s*. 6*d*. after he has paid five yearly subscriptions. That the annual subscription be payable on the 1st February in each year, and that those Members whose subscriptions are unpaid on the 1st June be debarred from the benefits of the Club, and their names posted conspicuously in the Club House until such subscriptions are paid. That the subscriptions and share purchase moneys of new Members be paid within a month of the date of election. That in the event of their non-payment the share be forfeited and the Membership cancelled, but the proposer be held liable for the first year's subscription and share purchase money. That Members elected between the 1st October and 31st of the following January will, upon payment of their subscriptions and shares referred to, be exempt from further liability in this respect for a period of 12 months subsequent to the aforesaid 31st January. That the names of those Members whose subscriptions be not paid within 12 months be posted in the Members' Room as defaulters, and published in the circular next issued.

Cadets.

V. That any Member of the Club wishing to enrol his son, brother or nephew as a Cadet, give notice in writing of such wish to the Secretary, and that the election of such candidate be vested in the Committee in the manner prescribed in Rule III.; but that no Cadet-Member be required to pay any subscription to, or become a Registered Shareholder in, the "—— —— Company, Limited." That the conditions of Cadet-Membership be as follows: 1st. That at the time of his election the Cadet-Member be not less than 10, and not more than 16 years of age. 2nd. That he be able to swim to the satisfaction of the Committee, and that at the age of 18 he cease to be a Cadet-Member. 3rd. That he be not allowed to vote at a Meeting of the Club. 4th. That he be not allowed to row in Club boats except with the permission of the Captain or his deputy, and then not to

the exclusion of ordinary Members. 5th. That he conform with these and any other regulations that the Committee may think proper to make with respect to Cadet-Members, and that in default of doing so he be liable to have his name removed from the list of such Members by an order to that effect from the Committee.

VI. [*Members going abroad.*]

VII. [*Resignations.*]

Officers. VIII. That the Officers of the Club consist of a President, Vice-President or Vice-Presidents, Captain, Vice-Captain, Secretary and Assistant Secretary, to be elected by ballot at the first General Meeting in each year, after having been proposed and seconded at such Meeting; and all the above officers to be *ex-officio* Members of the Committee and *ex-officio* Directors of the ——— - — Company, Limited. In the event of there being only one candidate nominated for any office the election may be by show of hands, unless a ballot be demanded.

IX. [*Committee.*]

X. [*General Meetings.*]

XI. [*Honorary Members.*]

Special Committee. XII. That a Special Committee, consisting of the Captain, Vice-Captain and 5 others be appointed by the Committee for the purpose of Coaching.

Damages. XIII. That any Member who wilfully or by gross negligence damages any property of the Club, or any property entrusted to the Club, have the same repaired at his own expense. That the question of the damage done being, or not being accidental, be decided by the Committee from such evidence as they may be able to obtain.

Expulsion of members. XIV. That the Committee may, for any cause which to them may seem sufficient, request any Member to resign his Membership. If a Member so required to resign omit for 14 days to do so, a General Meeting of the Club may be convened, of which not less than 7 days' notice be given, stating that the object of the Meeting is to consider the request by the Committee of the resignation of such Member. And it shall be lawful for the General Meeting so convened to resolve by a majority of votes, in the ratio of at least two to one, to expel such Member from the Club. Any Member so expelled shall not be eligible for re-election, and shall forfeit all right to, or claim upon, the Club, its property or funds.

Crews for public races.

XV. That no Member contend for any public prize under the name of the Club without the sanction of the Committee; and that races for money be strictly prohibited.

Management of races.

XVI. That the Committee have the management of all Club Races.

Ownership of property.

XVII. That the legal ownership or possession of all property to which the Club is or may be entitled, or of which it shall from time to time have charge, be vested in the "—— —— Company, Limited."

Rules and bye-laws.

XVIII. That the Rules and Bye-Laws of the Club be printed and posted in the Club-Room, and a copy sent to every Member. That any Member who persists in the infraction of any such Rules or Bye-Laws be liable to expulsion.

XIX. [*Alteration of Rules.*]

XX. [*Extraordinary General Meetings.*]

Alteration of bye-laws.

XXI. That the Committee have power to make, alter and repeal Bye-Laws.

Bye-Laws.

Club boats.

I. That the Boats of the Club be for the general use of the Members on all days during the Season (Sundays excepted, unless with the special permission of the Captain), subject to the following Bye-Laws:—

Visitors.

II. That no visitor be permitted to row in a Club Boat to the exclusion of a Member of the Club.

Dress.

III. That all members of a Crew and Scullers shall wear White Shorts or Trousers, and Club Jerseys and Caps, or Straw Hats trimmed with the Club Colours.

Swimming.

IV. That all Rowing Members shall, if called upon, satisfy the Committee as to their competence in Swimming.

Hours of meeting.

V. That during the Season the hour of meeting be 6 o'clock P.M., at the Club-House, ——, and on Saturdays at 3 P.M.

Selection of crews

VI. That Members be selected by the Captain (or the Vice-Captain) to form Crews, or, in their absence, by the Senior Committeeman present.

Return of boats.

VII. That, except with the permission of the Captain, all Club Boats be returned to the Boat-House by 5 P.M., and on Saturdays by 3 P.M., and any expense incurred by the Club through infringement of this Bye-Law be at once paid by the Member so offending.

VIII. That, in the event of there being more Members present than can be accommodated in the Club Boats, it be at the discretion of the Captain, or of such Members of the Committee as may be present, to hire extra Boats. Hiring extra boats.

IX. That the Committee from time to time appoint one of their number to superintend the management of the Boat-House, and make all necessary arrangements for keeping the Boats of the Club in a thorough state of repair and cleanliness. Superintendent of boat-house.

X. That all Crews sent by the Club to contend at a public Regatta be formed by the Captain or his representative. Selection of regatta crews.

XI. That in the event of a Crew being chosen to contend in any public Race or Match, such crew shall be provided by the Club with a boat for their exclusive use during the time of training, and have their entrance fees paid. Providing boats and payment of entrance fees.

XII. That the expense of conveying Boats to public Regattas at which Crews of the Club contend be paid by the Crews; but the Committee to have power to pay the whole or any part of such expenses out of the Club funds. Conveyance of boats.

XIII. That the Member rowing stroke in any Club Boat shall have command of the Crew, subject to the ruling of the Captain or his representative. Captain of Club crews.

XIV. That if any Member of a Crew be absent at the time appointed for rowing, the Crew shall be at liberty to hire a Waterman at the expense of the absentee. Control of crew.

XV. That every Member, on landing from a Club Boat, be bound to assist in housing such Boat, and in doing so, follow the directions of the Captain or other officer. Housing boats.

XVI. That any Member using a private Boat without the consent of its owner, shall thereby render himself liable to a vote of censure, and, if need be, expulsion. Using private boats.

XVII. That private boats, being the property of Members, may be kept in the Boat-House on payment of the following sums to the "—— —— Company, Limited":— Boat-house rents.

	Per Annum.	Per Month.
A Sculler's Boat ...	1 1 0	0 2 0
A Pair Oared Boat ...	1 11 6	0 3 0
A Gig, Skiff or Four Oar	2 2 0	0 4 0
Boats outside	1 1 0	0 2 0

Notice must be given to the Superintendent of the Boat-House Notice of

leaving and removing boats required. at the date of leaving a private Boat, or removing it from the Club premises. A Member's Boat may be left for one week free of charge.

Lockers. XVIII. That, at the commencement of the Rowing Season, any Member wishing to retain or obtain a Locker in the Club Dressing-room shall send in his name to the Secretary; the charge for the same to be 10*s.*, 7*s.* 6*d.*, or 5*s.*, according to the Locker.

Honorary house steward. XIX. That the Committee shall from time to time appoint a Member of the Club to act as Honorary House Steward.

Refreshments. XX. That refreshments may be obtained in the Club-room according to a list of prices placed on the Notice Board in the Room. Members to pay every expense they incur in the Club before leaving the house.

Complaints. XXI. That all complaints respecting the servants, charges, or domestic arrangements of the Club shall be addressed in writing to the Committee, and shall be signed by the Member making the complaint.

Dogs. XXII. That no Member on any account bring a dog into the Club House.

Removing property of Club. XXIII. That no Member take away from the Club on any pretence whatever any newspaper, pamphlet, or other article, the property of the Club.

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6. RULES *and* REGULATIONS *of a* LAWN TENNIS CLUB (*f*).

Name. 1. The Club shall be called "The —— Lawn Tennis Club."

Membership. 2. The Club shall consist of (A) Full Playing Members, to be nominated by Shareholders of the Company, and approved by the Committee under Rule 19, or elected by the Committee; (B) Five day Members to be nominated by Shareholders of the Company, and approved by the Committee under Rule 19, or elected by the Committee; (C) Morning Members, to be nominated by Shareholders of the Company, and approved by the Committee under Rule 19, or elected by the Committee under Rule 12; (D) Temporary Members, to be nominated by Shareholders of the

(*f*) Adapted from the rules of the Campden Lawn Tennis Club, and published by their permission.

Company, and approved by the Committee under Rule 19, or elected under Rule 20; (E) Non-Playing Members, either elected by the Committee, or who have become such under Rule 15.

3. Separate Lists shall be kept of each class of the Members, showing the share (if any) in respect of which each Member was nominated.

4. No person shall be eligible for admission into the Club as a Member or Visitor who is not received in general Society.

5. The name, address and profession (if any) of each candidate for election together with the names of his or her proposer and seconder shall be posted in the Club at least 14 days before he or she can be elected.

6. Every Full Playing Member (Class A) and every Five day Member (Class B) who is not a shareholder, or a resident Member of the family of a Shareholder, shall, on election, pay an entrance fee of Three Guineas; and every Morning Member (Class C) who is not a Shareholder, or a resident member of the family of a Shareholder, shall, on election, pay an entrance fee of One Guinea. Entrance fee.

7. Every Full Playing Member (Class A) shall pay an Annual Subscription of Two Guineas, but where two or more are members of the same family, and resident in the same house, the Annual Subscription for each of such family after the first shall be One Guinea. Subscription.

Every Five day Member (Class B) shall pay an Annual Subscription of One Guinea-and-a-half, but where two or more are members of the same family, and resident in the same house, the Annual Subscription for each of such Five day Members after the first shall be One Guinea.

Every Morning Member (Class C) shall pay an Annual Subscription of One Guinea, but where two or more are members of the same family, and resident in the same house, the Annual Subscription for each of such Morning Members after the first shall be Half-a-Guinea.

Every Temporary Member (Class D) shall pay an Annual Subscription of One Guinea.

Every Non-Playing Member (Class E) shall pay an Annual Subscription of Half-a-Guinea.

8. The Subscription of each Member who plays shall, unless

otherwise determined by the Committee, include the use of Courts, Nets, and Club House, but not Racquets, Balls or Lockers.

9. The Subscription shall be payable in advance on the 1st October in each year, and no Member shall be entitled to enter the Club so long as his Annual Subscription or Entrance Fee (if any) is in arrear, or he continues, after notice from the Secretary, in any other way indebted to the Club.

Non-payment of subscription.

10. Any Member, whose current year's Subscription shall be unpaid on the 1st November, shall receive notice thereof from the Secretary. If such Subscription shall remain unpaid on the 1st December, the Member's name shall be posted on the Notice Board of the Club House, and if such Subscription be unpaid by the 1st January, he shall *ipso facto* cease to be a Member; but the Committee may re-elect him when a vacancy shall occur (without payment of a fresh entrance fee) on receiving a satisfactory explanation of the delay.

Resignation of members.

11. Any Member intending to withdraw from the Club must give to the Secretary, at any time before the next Subscription becomes due, notice in writing of his intention, otherwise he shall be liable to pay his Subscription for the current year whether he shall have used the Club or not.

Five day members.

12. Five day Members (Class B) are entitled to play throughout the week except on Saturday and Sunday. Subject to this modification, Five day Members shall have the same privileges as Full Playing Members (Class A), and shall be subject to the Rules and Regulations of the Club.

Morning members.

13. Morning Members (Class C) are entitled to play on the mornings of Weekdays up to 2 p.m. (Play on Sunday mornings not allowed.)

Subject to this modification, Morning Members shall have the same privileges as Full Playing Members (Class A), and shall be subject to the Rules and Regulations of the Club.

14. A Full Playing Member (Class A) may become a Five day Member (Class B) or a Morning Member (Class C) upon giving notice to the Secretary any time before the next subscription becomes due, otherwise he shall be liable to pay his subscription as a Full Playing Member (Class A) whether he shall so play, or shall play only as a Five day or Morning Member.

Non-playing members.

15. The Committee may elect Non-Playing Members (Class E) without a nomination and without payment of an Entrance Fee.

A Playing Member (Classes A, B or C) may become a Non-Playing Member upon giving notice in writing to the Secretary any time before the next Subscription becomes due, otherwise he shall be liable to pay his current year's Annual Subscription, whether he shall play or not.

16. The Committee shall have power to elect any of the following as Temporary Members (Class D): Temporary members.

(i) Persons residing more than twenty miles from Charing Cross, and not having a permanent residence in London, or resident abroad, and temporarily residing in England.

(ii) Officers of the Army and Navy on leave.

(iii) Resident Undergraduates of the Universities of Oxford and Cambridge.

(iv) Members of Public Schools resident in families of Shareholders or Members.

17. Temporary Members shall be elected without entrance fee, and shall cease to be Members on the 30th September next after election, but, if eligible, may be re-elected as such for such period as the Committee may think fit.

18. Temporary Members (Class D) shall have full privileges of Playing Members (Class A), except to attend and vote at Meetings, and shall be subject to the Rules and Regulations of the Club.

19. Every Shareholder is entitled, in respect of each share held by him, to nominate himself or any other person, as a Playing Member (Classes A, B or C). Election.

Each person so nominated shall, if approved by the Committee, be considered duly elected, if otherwise eligible, but subject to Rule 5.

20. If any Shareholder shall fail to nominate, in respect of any share held by him, anyone as a Member under Rule 19 within one month of being required by the Committee to do so, the Committee may fill up such vacancy, and the Member so elected shall be considered duly nominated and approved.

21. The Secretary shall notify each new Member of his election and shall furnish him with a copy of the Rules, and request him to remit to him his Entrance Fee (if any) and Annual Subscription; and on payment thereof, shall issue to him a Ticket of Ticket of membership.

Membership, which must be produced to the Court Keeper on demand.

Failure to pay entrance fee, &c.

22. Any elected Member who shall not for one month after election, pay his Entrance Fee (if any) and first Annual Subscription, shall be deemed to have forfeited his Membership of the Club.

Committee.

23. The business of the Club shall be managed by a Committee of not less than 15, and not more than 17, Members, exclusive of the Secretary, of whom 5 who have been longest in office shall retire by rotation in each year, and their places be supplied at the Annual General Meeting. The retiring Members of the Committee shall be eligible for re-election.

Vacancies.

24. In the event of any vacancy occurring in the Committee after the Annual Meeting, the Committee itself shall have the power of filling it up. Any Member of the Committee appointed under this Rule shall be in the same position as to retirement as the Member in whose place he is appointed would have been if still on the Committee.

Secretary.

25. The Committee shall from time to time appoint a Secretary, who shall thereupon become an *ex-officio* Member of the Club and of the Committee.

Meetings of committee.

26. The Committee shall meet at such times and places as they shall determine, but the Secretary may summon a Committee Meeting at any time. Three of the Committee may form a quorum at any meeting of the Committee, except as in Rule 30 provided.

New rules, &c.

27. The Committee shall, if it shall appear expedient to do so, have full power to make any new Rule, or alter or suspend any old one: and to make, alter or suspend any Regulations consistent with the Rules for the time being in force; and the Rules and Regulations shall be binding on the Members unless set aside at an Extraordinary General Meeting of the Club duly held.

Infraction of rules.

28. Any infraction of the Rules or Regulations shall be taken immediate cognizance of by the Committee.

Suspension and removal.

29. The Committee may, on proof that any Member has infringed any of the Rules or Regulations, or misconducted himself, suspend him from using the Club for such time as they may think fit, or remove his name from the list of Members.

Any one whose name is so removed shall forthwith cease to

be a Member, and forfeit all right to, or claim upon, the Club; and shall be ineligible for re-election.

30. The Committee shall not suspend or remove the name of any Member except at a meeting thereof, at which not less than five Members shall be present, and of which two clear days' notice shall have been given to each Member of the Committee, such notice expressly stating that a question as to the conduct of a Member, to be dealt with under Rule 29, will be brought before the Committee.

Tournaments.

31. The Committee may from time to time decide upon a programme for Lawn Tennis Tournaments, subject to the rules adopted by the Lawn Tennis Association or the All England Lawn Tennis Club.

Ladies' committee.

32. The Lady Members of the Club shall be entitled to elect a sub-Committee of Ladies consisting of not less than 3 nor more than 5 Members, exclusive of the Ladies' Secretary. The two Members of the Ladies' Committee who have been longest in office shall retire by rotation in each year, and their places be supplied at the Annual General Meeting of the Ladies of the Club, to be held in November of each year. The retiring Members shall be eligible for re-election. Three Members shall form a quorum at all Meetings of the Ladies' Committee.

A notice of the Annual General Meeting of the Ladies of the Club shall be posted in the Club not less than 7 days prior to the date of the Meeting.

The Ladies' Committee shall have no power without first obtaining the consent of the Club:—

(A) to incur any expense on behalf of the Club;
(B) to reserve any courts;
(C) to fix dates of any matches or tournaments which are not under the control of the Ladies' Committee.

Subject to the foregoing restrictions, the Ladies' Committee shall have the following powers:—

(A) to arrange and manage matches between teams representing Ladies of the Club and Ladies from other Clubs;
(B) to arrange and manage tournaments limited exclusively to Lady Members of the Club;
(C) to settle and from time to time alter the handicaps of Ladies for the purpose of Ladies' Tournaments, and

events in the Annual Club Tournament, limited exclusively to Ladies;

(D) to appoint a Secretary or other Officer to act in the name of the Ladies' Committee, and to delegate to such Secretary or other Officer any of the powers of the Ladies' Committee; such Secretary shall be an *ex-officio* Member of the Ladies' Committee;

(E) to summon General Meetings of the Ladies of the Club, and to make rules for the regulation of proceedings at such meetings;

(F) to post notices in the Club House relating to matters within the powers conferred upon the Ladies' Committee; all such notices to be signed by the Ladies' Committee, or by their Secretary or other Officer on their behalf;

(G) to represent to the Committee of the Club the views of Lady Members upon any matter affecting such Members.

33. [*Annual General Meeting.*]

34. [*Extraordinary General Meeting.*]

Visitors.

35. A Member who plays may introduce not more than five Visitors, and he and they shall not at the same time use more than one Court, whether vacant or secured in advance; and for each Visitor who plays, the Member shall, on entering the Club, pay to the Court Keeper on Saturday after 1 p.m., and on Sundays between the 1st October and the first Sunday in May, both inclusive, the sum of 2*s.*, and other times the sum of 6*d.*

36. Before any Visitors are admitted to any part of the Club premises, excepting the Visitors' waiting room, the Member introducing them shall enter the name and address of each Visitor in a book provided for the purpose.

37. Visitors shall not remain in any part of the Club premises after the Member introducing them shall have left.

Booking of courts.

38. A Member who plays may secure a Court in advance by entering his name, and the day and hour he requires the Court, in the book kept for the purpose.

39. No Member may book for any one day for more than two hours, or for more than four hours in any one week; or if he shall book for a Saturday, for more than two hours in that week. The week shall be calculated from Monday morning till Saturday evening.

40. If, at the time of booking, a Member has not a Court in

his name in the book on the corresponding day of the previous week, or any intermediate day (except Sunday), he may book down to the corresponding day of the second week in advance, or any intermediate day; otherwise he may not book beyond the corresponding day of the week following the day of booking.

41. Any booked Court not occupied within a quarter of an hour from the time from which it has been taken shall be considered vacant, and shall be so marked in a book by the Court Keeper.

42. A Court may be booked either (a) by personal application of a Member, or by one of his family residing in his house (but not by a servant), who must write the Member's name in the book against the hours for which it is taken, and must produce, if required, the Ticket of Membership; or (b) by letter or post-card, subject, in the latter case, to the Regulations appended to these Rules.

43. A Member having booked a Court may give the benefit of it to any other Member, but the time shall be counted as against the Member in whose name the Court is taken. A Member having booked a Court may withdraw his name, but cannot substitute any other time.

Reservation of courts.

44. The Committee may at any time reserve any of the Courts for the purpose of Tournaments, or for matches played with Members of other Clubs.

Courts unfit for playing.

45. If any Court is not at any time in a fit condition for playing, and notice to that effect is placed upon it, no person shall play upon such Court until it is in a fit condition, and such notice has been removed.

Shoes.

46. No person shall under any circumstances play upon any Court without *bona fide* Tennis shoes having rubber or felt soles and heels.

Hours.

47. The Club shall be open from 6 a.m. in the summer months, and from sun-rise in the winter months, until dusk.

Gratuities.

48. No person connected with the Club shall ask for or receive any fee, gratuity, or present of whatsoever kind without the sanction of the Committee.

Complaints.

49. The conduct of a Servant shall in no instance be made a matter of personal reprimand by any Member, but all complaints against Servants must be made by letter to the Secretary or the Committee, signed by the Member complaining.

Payment of expenses.

50. All Members shall pay their expenses due to the estab-

lishment before leaving the Club premises upon the day on which the expenses are incurred.

Notices.

51. Each Member shall communicate his address (or that of his banker or agent) from time to time to the Secretary, and all notices sent to such address shall be considered as duly delivered.

Dogs.

52. No dogs shall be admitted to any part of the Club premises.

Playing on Sundays.

53. Any Member, except a Five day Member (Class B), Morning Member (Class C) or a non-playing Member (Class E), may play on Sundays by paying an Admission Fee of One Shilling, which shall entitle him to the use of the Club for the whole Sunday; or in lieu thereof, by paying an Annual Subscription of One Guinea in addition to the ordinary Annual Subscription.

54. The Admission Fee for each Visitor playing between the 1st October and the first Sunday in May, both inclusive, shall be 2*s*., and on other Sundays 6*d*.

Each Member on entering the Club shall inscribe his name, and those of any Visitors with him, in a book provided for the purpose, and shall pay his Admission Fee (if any) and those of his Visitors to the Court Keeper, from whom he shall obtain a Ticket.

55. Rules 38, 41 and 42 shall apply to booking Courts on Sundays, but not Rules 39 and 40; but in lieu thereof, if, at the time of booking, a Member has not a Court in his name in the book on the preceding Sunday, he may book down to the second Sunday in advance; otherwise he may only book to the Sunday following the date of booking.

No Member shall book for more than two hours on any Sunday. Any Member booking a Court shall pay his Admission Fee at the time of booking.

Regulations for Booking Courts by Letter or Postcard.

(Under Rule 42.)

1. All applications must be addressed to the Court Keeper, and be received by him by 9 a.m., to ensure their being considered on the day of receipt.

2. Applications received after that hour will be considered as received by 9 a.m. on the following day.

3. Should there be more applications than there are Courts available, the applications shall be decided by ballot by a Member,

4. Any Member securing a Court shall be informed by post on the same day.

REGULATIONS FOR THE USE OF MEMBERS' COURTS.

1. Courts numbered 3, 4, 5 and 6, are reserved for Members only, but Visitors are allowed to play in order to make up a set, provided the fact be mentioned to the Court Keeper before commencing the set.

2. No Visitor shall be allowed to commence a new set when a Member is waiting to play.

3. When a *four* is being played, the Members engaged must, at the end of each set, allow any other Member or Members, who may be waiting to play, to join the set in rotation.

4. When all the Members' Courts are occupied, Members playing a Single must, at the end of each set, allow two or more Members, who may be waiting to play, to join the set in rotation.

5. When any Member is waiting to play, vantage games shall not be played.

6. Court No. 6 is reserved primarily for Lady Members, and any Gentlemen occupying this Court must give way, at the conclusion of the set, to any Lady Members waiting to play. Court No. 3 is reserved primarily for the use of Gentlemen Members, and any Lady occupying this Court must give way at the conclusion of the set to any Gentlemen Members waiting to play.

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7. LICENCE *by* LANDOWNER *to* COMMITTEE *of* CRICKET CLUB *to erect* PAVILION, *and use ground for* CRICKET *and* LAWN TENNIS.

AN AGREEMENT made this —— day of ——, 19—, BETWEEN A.B., of, &c. (hereinafter called the licensor) of the one part; and C.D., of, &c., E.F., of, &c., G.H., of, &c., members of the committee of the —— cricket club (hereinafter called the committee) of the other part; WITNESSETH as follows:— Parties. *Testatum.*

1. The licensor hereby gives permission and licence to the committee with workmen and others from the —— day of —— next, to enter into and upon the close of the licensor known as —— field situate, &c., and containing by estimation —— acres, and Licence to erect pavilion, and level cricket ground, &c,

to lay down and level such portions and so much of the surface thereof as shall be suitable for the purpose of playing the games of cricket and lawn tennis, and to make suitable provision for fencing off so much of the ground so levelled as shall amount in the whole to not more than —— acres. And also to erect in a suitable position in the said close a wooden building or pavilion for the purposes usually served by similar buildings.

Regulations as to user of ground.

2. The committee shall be entitled to use by themselves and by the members of the said cricket club and by the friends and guests of such members, the whole of the said close except so much thereof as shall be used as a pen as hereinafter provided, for the purposes aforesaid subject to the restrictions following, that is to say: [the close shall not be used in any way by the committee or by any member of the club upon Sundays, Christmas Day, or Good Friday:] the committee shall not keep or offer for sale or permit to be kept or offered for sale on the said close any intoxicating liquors or any other form of refreshment for the sale of which an excise or other licence is required: the committee shall not charge or allow to be taken any payment for admission to the said close other than the usual subscription of members without the express permission in writing of the licensor; and the licensor reserves to himself the right to use such parts of the said close as are not fenced off under the provision hereinafter contained in such manner as he shall think fit, whether for the feeding of cattle, sheep, horses, or other animals or for any purpose whatsoever; and it shall be incumbent upon the committee from time to time to give to the licensor due notice of the days and hours when the said game of cricket is to be played, in order that the licensor or his servants may either remove from the said close any animals which may be thereon, or pen them into a remote part of the said close.

Committee may fence in cricket ground.

3. It shall be lawful for the committee to erect a temporary and moveable fence of any suitable form and material round one or two portions of the levelled surface of the said close (such portion or portions not to contain altogether an area of more than —— acres), for the purpose of keeping cattle, sheep and horses, from such levelled surface, and the licensor shall not be liable for any damage whatsoever which may happen or be done to such levelled surface, whether fenced in or not, or to the fence or fences thereof.

4. The committee shall pay to the licensor the annual sum of £—— payable in advance, in equal half-yearly payments on the —— day of ——, and the —— day of ——, the first of such payments being made on the —— day of —— next, for every year or portion of a year during which the present licence shall continue. Rent.

5. The present licence shall not be deemed to confer upon the committee or upon any member of the club any estate or interest in the said close or in the surface or soil thereof. Licence not to confer interest in land.

6. The licensor may revoke or determine the present licence at any time, but, except in case of the breach by the committee or by any member of the said club of any of the stipulations herein contained, only upon giving one calendar month's notice in writing of his intention to revoke or determine the said licence, but, except in case of such breach as aforesaid, he hereby undertakes not to revoke or determine the said licence before the 30th day of September, 19—, or between the 25th day of March and the 30th day of September in any year. Power for licensor to determine licence.

As witness, &c.

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8. RULES *of a* Working Men's Club (*g*).

Name and Constitution (*h*).

1.—(1) The Society is a Working Men's Club. It shall be called the —— Working Men's Club. Name.

(2) The Society shall consist of an unlimited number of members, and every member shall have an equal voice in all the property and concerns thereof, except as otherwise provided in these rules or by law. Constitution.

Registered Office.

2.—(1) The registered office of the Society shall be No. ——, —— Street, ——, in the county of ——. Office.

(*g*) To be registered under the Friendly Societies Act, 1896.

(*h*) The name must not be the same as that of any existing registered society, nor nearly resembling the same, and the words "Working Men's" should form part of the name.

(2) The registered office shall not be changed, except by resolution of a summoned meeting of the Society.

Change of office.

(3) In the event of any change in the situation of the registered office, notice of such change shall be sent to the Registrar within 14 days thereafter in the form prescribed by the Treasury Regulations.

Objects.

3. The objects of the Society shall be to provide for working men the means of social intercourse, mutual helpfulness, mental and moral improvement, and rational recreation.

Application of Funds.

Application of funds.

4.—(1) All moneys received on account of entrance fees, contributions, levies, fines, donations, sale of rules, or otherwise, and interest on capital shall be applied in carrying out the objects of the Society, and in paying the expenses of management according to the rules thereof.

Misapplication.

(2) Any officer misapplying the funds shall repay the same and be excluded without prejudice to his liability to prosecution for such misapplication.

Investment of Funds (i).

Investment of funds.

5.—(1) So much of the funds of the Society as may not be wanted for immediate use, or to meet the usual accruing liabilities, shall, with the consent of the committee, or of a majority of the members of the Society present and entitled to vote in general meeting, be invested by the Trustees of the Society in any of the following ways, namely: in the Post Office Savings Bank, or in any savings bank certified under the Act of 1863, or in the public funds, or with the Commissioners for the Reduction of the National Debt, or upon mortgage of freehold, copyhold or leasehold property in England, in the purchase of land, or in the erection or alteration of offices or other buildings thereon as after mentioned, or in any investment in which trustees are for the time being by law authorised to invest trust funds.

(*i*) The Act requires that investments shall be made (1) by the trustees, (2) with the consent of either (a) the committee, or (b) a majority of the members, &c., as in the text.

(2) The Trustees, with the consent of a special meeting of the Society called for the purpose, may purchase or take on lease any land, and may sell, exchange, mortgage, lease, or build upon that land (with power to alter and pull down buildings and again rebuild), and a purchaser, assignee, mortgagee, or tenant shall not be bound to inquire as to the authority for any sale, exchange, mortgage, or lease by the Trustees, and the receipt of the Trustees shall be a discharge for all moneys arising from or in connection with such sale, exchange, mortgage, or lease. Holding of land.

(3) Mortgages or other assurances for securing money to the Society may be vacated by a receipt endorsed, signed by the Trustees, and countersigned by the Secretary, in the form contained in the second schedule to the Act. Discharge of mortgages, &c.

Membership.

6.—(1) The Society shall be composed of *bonâ fide* working men, *i.e.*, men not employers of labour, and others over the age of [18] (*k*). Qualification.

[(2) Officers and members of the Council of the Social Institutes' Union shall be Honorary Members of the Society.] Honorary members.

(3) A candidate for membership must be proposed by one member of not less than three months' standing and seconded by another member. He must be personally known to both his proposer and seconder. His name, age, address, trade, and such other particulars with regard to him as the Committee may require shall be personally supplied by him and posted up in the clubhouse and entered in the Book of Candidates seven clear days before the day of election, when he shall personally appear before the Committee, and if elected, shall receive a Member's Card and Book of Rules. Admission.

(*k*) In all cases where members under twenty-one are admitted, insert the following clause:—

"A member may, if he is over 16 years of age, by himself, or if he is under that age, by his parent or guardian, execute all instruments and give all acquittances necessary to be executed or given under the rules of the Society, but if under 21 shall not be a member of the Committee of Management or a Trustee or Treasurer of the Society."

Cards of membership to be produced.

(4) All members shall produce their cards of membership when required to do so by any member of the Committee or any person authorised in that behalf, who shall be at liberty to refuse to recognise the membership of any member who shall not act in accordance with this requirement.

Entrance Fee and Subscription.

Entrance fee.

7.—(1) The entrance fee shall be 1*s*., payable on nomination. Candidates not elected shall have their nomination money at once refunded to them, and candidates failing to present themselves for election within four weeks after nomination shall forfeit the nomination fee, unless the Committee shall otherwise determine.

Subscription

(2) The subscription to the Society shall be 6*d*. per month, payable by the —— day of each month. The names of members whose subscriptions shall be then unpaid shall be posted on a Notice Board in the club-house, and remain so posted for seven days; if at the expiration of that period their subscriptions are still owing, they shall cease to be members of the Society.

Remission of subscription.

(3) Members at any time unable to pay or being, for some cogent reason, desirous of suspending the payment of their subscriptions, may apply to the Committee for leave to suspend such payments for such period as may be requisite, and the Committee may grant such leave on such terms as they may think fit.

General Rules.

Club days.

8.—(1) The club-house shall be open for the use of the members every evening, except on Sundays and Good Fridays; on Saturdays from 2 p.m. to 11.30 p.m., and on other days from 6 p.m. to 11 p.m.

Petitions and charities.

(2) No canvassing for any public office and no petition of any kind shall be allowed in the club-house on any pretext whatever. No member shall solicit another for any subscription, donation, or assistance in the club-house. But, with the sanction of the Committee, a subscription box for any charitable institution, or for the assistance of any member in unfortunate circumstances, may be placed or handed round in the club-house for such period or on such occasions as the Committee may think fit.

Alcoholic liquors, gaming, &c.

(3) The club shall be absolutely non-political, and no alcoholic liquors shall on any account be provided or allowed within

its precincts. No gambling, betting, bad language or drunkenness shall be permitted. No games of cards [other than those exclusively authorised by the Social Institutes' Union] shall be played. Any member infringing this rule shall be liable to immediate expulsion.

Damage.

(4) No member shall be allowed to tamper with any of the Society's notices or to deface the walls or any part of the club-house, and any member damaging the Society's property shall be liable for its repair.

Complaints.

(5) A complaint book shall be kept at the office for the insertion of any complaint or suggestion in connection with the Society or its management, and such suggestion or complaint, if signed by the member making it, shall be attended to by the Committee at the following Committee Meeting, and the decision arrived at shall be entered in the said book.

Bad conduct.

(6) In case the conduct of any member, either in or out of the club-house, shall in the opinion of the [Executive Council of the Social Institutes' Union or of the] Society Committee be derogatory or injurious to the character or interests of the Society, he shall [at the instance of either] be liable to expulsion, or suspension for a period not exceeding twelve months.

Infraction of rules.

(7) The Committee shall take immediate cognisance of any infraction of the rules or bye-laws, and shall have the power of suspending, for a period not exceeding one year, or expelling, any member who may break such rule or bye-law. All members expelled shall be for ever after ineligible, unless the Society in General Meeting shall in any particular case [and with the approval of the Executive Council of the Social Institutes' Union] decide to the contrary.

Visitors.

Days for admission.

9.—(1) Members shall have the privilege of personally introducing visitors into the club-house on all days on which the same is open, on payment of 1*d.*, but on the understanding that they are responsible for the behaviour of all such visitors. The names of all visitors shall be entered in the register book, and the same person may not be introduced as a visitor on more than three occasions. Members of clubs affiliated to the Federation of Working Men's Social Clubs shall be admitted as visitors to the club-

house on production of their Federation Card. Such visitors shall conform to all rules or bye-laws of the Society.

Saturday entertainments.

(2) The Saturday evening entertainments shall be open to all members of the Society, who shall each have the privilege of introducing not more than two friends, male or female [and unless the Committee or the members of the Society in general meeting shall otherwise determine, members of clubs affiliated to the Social Institutes' Union and the Federation of Working Men's Social Clubs, and members of any Women's Club connected with the Social Institutes' Union, may be admitted to these entertainments at the same charge as that imposed for members of the Society.]

(3) The Committee shall be responsible for order in the Hall and for the propriety of all songs and performances at these entertainments, and shall have the power to exclude or refuse admittance to any person, whether a member of the Society or not, whom they may consider disorderly or undesirable.

Servants.

Appointments.

10.—(1) The Committee shall appoint, control and settle the remuneration of the servants of the Society [but the powers hereby conferred shall be exercised in all respects subject to the approval of the Council of the Social Institutes' Union.]

Privileges.

(2) The servants shall not be members of the Society, but they may enjoy the privileges of members, always provided that such enjoyment does not interfere with their duties as servants.

Gratuities.

(3) No servant of the Society shall receive any present, fee, or gratuity from any member of the Society or visitor, upon pain of immediate dismissal.

Meetings.

11.—(1) The ordinary general meetings of the Society shall be held every —— at —— o'clock p.m. Annual general meeting ——. Special general meetings ——.

Special meetings.

(2) A special general meeting of the Society shall be held whenever the Chairman of the Committee and the Secretary, or whenever the Committee of Management think expedient, and whenever —— members so request in writing delivered to the Secretary.

Place of meeting.

(3) All general meetings of the Society shall be held at the Registered Office of the Society, unless the Chairman of the Com-

mittee and the Secretary or the Committee of Management decide either generally or in a particular case that it shall be held at some other place. Notice of any general meeting or special general meeting shall be posted in the club at least ten days before such meeting.

Chairman.

(4) At all general meetings the President, or if he be not present, the senior Vice-President present shall preside. Five members, including any officers present, shall form a quorum [*state any cases in which a larger quorum is to be necessary, for instance, for amendment of rules or removal of an officer.*]

Votes.

(5) Every member present (and not disqualified by arrears or otherwise as mentioned in these rules) shall have one vote, and when the votes are equal the presiding officer at the time shall have an additional or casting vote. Votes shall not be given by proxy. [*If desired insert provisions as to time of closing, adjournment, chairman, order of proceedings and of debate, method of voting and poll, and as to proxies, and fines and penalties in connection with meetings.*]

Officers (l).

12.—(1) The Society shall have the following officers: A President, one or more Vice-Presidents, three Trustees, a Treasurer, a Secretary, two Auditors, a Chairman of the Committee of Management, and a Committee of Management, which shall consist of the Chairman, the Treasurer, the Secretary, and ten other members of the Society.

(2) All the officers and committeemen shall be members of the Society and over 21 years of age. A member shall not be nominated for office who is three months in arrears with his contributions. The same person shall not be Trustee and Treasurer or Secretary of the Society.

(3) All the officers and members of the Committee shall be elected by a majority of the members of the Society present and

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(*l*) Insert the titles of the officers in accordance with the practice or intention of the society. The Act requires that every society shall have trustees, a treasurer, secretary, auditors and committee of management. A society may have such additional officers as it thinks fit. The committee may consist of any members the society thinks fit. The time and method of appointment and removal may be as the society thinks fit.

entitled to vote at the Annual General Meeting, or at a summoned meeting.

(4) Any officer or member of the Committee may be removed by resolution of a summoned meeting of the Society.

(5) [*Provide (if so desired) procedure for removal of the whole Committee.*]

Resignation, &c.

(6) In case any officer (other than a Trustee) or member of the Committee shall die, resign, be removed, or become unfit or incapable to act, the Committee may at any time appoint a person to fill the vacancy until the next annual general meeting.

Term of office.

(7) The Trustees, Treasurer and Secretary shall hold office during the pleasure of the Society. All the other officers and committeemen shall continue in office until the next Annual General Meeting, and at every annual meeting officers and committeemen shall be elected as aforesaid for the ensuing year, or on failure of such election those last appointed shall continue in office.

(8) [*Provide for salaries and honoraria to be paid to officers, if any.*]

(9) [*Provide for duties of President.*]

(10) [*Provide for duties of Vice-Presidents.*]

(11) [*Provide for duties of Chairman of the Committee of Management.*]

Trustees.

13.—(1) There shall be three Trustees of the Society. They shall continue in office during the pleasure of the Society, and be removable by resolution at a summoned meeting thereof.

Vacancies.

(2) In the event of any Trustee dying, resigning, or being removed from office, another shall be elected as aforesaid to supply the vacancy. Every resolution appointing a Trustee shall be entered on the minutes of the meeting at which he is appointed.

(3) A copy of such resolution, signed by such Trustees, shall be forwarded within 14 days, by the Secretary, to the Registrar of Friendly Societies in the form prescribed by the Treasury Regulations.

Admission to meetings, &c.

(4) The Trustees shall be admitted to all meetings of the committee of management, and shall be at liberty to take part in the proceedings thereof, and vote on any question under discussion.

Custody of deeds, &c.

(5) All deeds, documents of title and securities for money of the Society shall be held by the Trustees, and they may take such

measures for the safe custody and preservation thereof at the expense of the Society as they shall think fit, and they shall be responsible for the safe custody of all such deeds, documents, and securities as are placed in their hands or under their control, and shall produce them for inspection by the auditors every year, and whenever else required by a resolution of a general meeting or of the Committee, but they shall not be under any personal liability further than such as is imposed on them by the Act or by law.

(6) The Trustees shall be the persons to sue and be sued on behalf of the Society.

(7) If any Trustee, being removed from his office, refuse or neglect to assign or transfer any property of the Society as a summoned meeting may direct, such Trustee shall (if he be a member) be expelled, and cease to have any claim on the Society, without prejudice to any liability to prosecution.

Treasurer.

14. The Treasurer shall continue in office during the pleasure of the Society, and be removable at a summoned meeting thereof. He shall take charge of the funds of the Society which are not invested, and pay all demands when ordered to do so by the Society, or by the Committee of Management or by the President or Chairman of the Committee, and Secretary for the time being. He shall not pay any money without first being authorised by writing under the signature of the Chairman of the Committee, and the Secretary, or of another officer in case of incapacity of the Chairman or the Secretary. He shall render a full and clear account at each audit of the books of the Society, and whenever required by resolution of the Society or of the Committee of Management or by the Trustees. He shall give up all books, deeds, documents, moneys and property of the Society in his possession when required so to do by a resolution of the Society, or of the Committee of Management or by the Trustees. He shall not hold more than £—— in hand, and shall give security (*m*) to the Trustees in the amount of £—— by a

Term of office.
Duties.
Security.

(*m*) If security is to be given by a policy in a guarantee society, words to that effect should be substituted.

Remuneration.

bond in pursuance of the Act. For his services he shall receive the sum of £—— a year.

Secretary.

Term of office. Duties.

15. The Secretary shall continue in office during the pleasure of the Society. He shall attend all meetings of the Society and of the Committee of Management; he shall record correctly the names of the officers, members of the Committee of Management, Trustees, and other members there present, and the minutes of the proceedings, which he shall transcribe into a book to be authenticated by the signature of the chairman as the proceedings of the meeting; he shall receive proposals for admission to the Society, and demands for benefits and allowances of every description granted by the rules; he shall, at the close of every meeting, or in case of receipts at other times, forthwith, hand over all moneys received by him to the Treasurer. He shall also pay over all moneys, and give up all books, documents, and property belonging to the Society when ordered to do so by a resolution thereof, or of the Committee, or by the Trustee. He shall summon all meetings of the Society and of the Committee of Management and keep the accounts, documents, and papers of the Society in such manner and for such purposes as the Committee may appoint, and shall prepare all returns and other documents required by the Act, or the Treasury Regulations, and duly forward them to the Registrar. The Secretary shall, on all occasions, in the execution of his office, act under the superintendence, control, and directions of the Committee of Management. He shall give security (*m*) to the Trustees in the amount of £—— by a bond in pursuance of the Act. For his services he shall receive the sum of £—— a year.

Security.

Remuneration.

Committee of Management.

Meetings.

16. The Committee of Management shall meet on every —— at the hour of ——, or such other days and hours as may be convenient. The President or a Vice-President, or if none be present the Chairman, shall preside. Any five shall form a quorum, and shall have full power to superintend and conduct the business of the Society according to the rules thereof, and shall in all things

(*m*) See note (*m*), previous page.

act for and in the name of the Society; and all acts and orders under the powers delegated to them shall have the like force and effect as the acts and orders of the Society at any general meeting. Every question at Committee meetings shall be decided by a majority of votes, and if the votes are equal the Chairman shall have a casting vote in addition to his vote as a member. Any three of the Committee may call a special meeting thereof, by giving seven clear days' notice in writing to the Secretary, but at such special meetings no other business than that specified in the notice shall be taken into consideration. The Committee shall cause the Secretary to convene all the meetings of the Society, on such requisitions as are herein mentioned.

Special meetings.

[*Provide further as to the powers and duties of the Committee, as desired.*]

Books of Account.

17. The Committee of Management shall cause the accounts of the Society to be regularly entered in proper books.

Inspection of Books.

18.—(1) The Committee of Management shall cause the books and accounts of the Society to be kept open to the inspection of any member or person having an interest in the funds of the Society at all reasonable times, at the registered office of the Society, or at any place where the same are kept, and it shall be the duty of the Secretary to produce the same accordingly.

(2) It shall be the duty of the Committee of Management to keep a copy of the last annual balance sheet of the Society, together with any special report of the auditors, always hung up in a conspicuous place at the Registered Office of the Society.

Audit (*n*).

19. The Committee of Management shall once at least in every year submit the accounts, together with a general statement of the same and all necessary vouchers up to the 31st December then last, for audit, either to one of the public auditors appointed under

(*n*) The auditors may be appointed in any way and at any time the Society thinks fit.

the Act, or to the auditors appointed by the Society, and shall lay before every such meeting a balance sheet, showing the receipts and expenditure, funds and effects of the Society, together with a statement of the affairs of the Society, since the last ordinary meeting, and of their then condition. Such auditors shall have access to all the books and accounts of the Society, and shall once at least in every year inspect all the deeds and documents of title and securities for money of the Society, and shall examine every balance sheet and annual return of the receipts and expenditure, funds and effects of the Society, and shall verify the same with the accounts and vouchers relating thereto, and shall either sign the same as found by them to be correct, duly vouched, and in accordance with law, or shall specially report to the meeting of the Society before which the same is laid in what respects they find it incorrect, unvouched, or not in accordance with law.

Annual Returns (*o*).

Annual return.

20.—(1) Every year before the ——, the Secretary of the Society shall send to the Registrar an annual return, in the form prescribed by the Chief Registrar of Friendly Societies, of the receipts and expenditure, funds and effects of the Society, and of the number of members of the same, up to the 31st December, then last inclusively, as audited and laid before a general meeting, showing separately the expenditure in respect of the several objects of the Society, together with a copy of any special report of the auditors.

(2) Such return shall state whether the audit has been conducted by a public auditor appointed under the Act, and by whom, and if such audit has been conducted by any person other than a public auditor, shall state the name, address, and calling or profession of each of such persons, and the manner in which, and the authority under which, they were respectively appointed.

Copies of return.

(3) It shall be the duty of the Committee of Management to provide the Secretary with a sufficient number of copies of the annual return, or of some balance sheet or other document duly audited containing the same particulars as in the annual return of the receipts and expenditure, funds and effects of the Society,

(*o*) 1st June is the latest date allowed by law, but an earlier date is generally more convenient.

for supplying gratuitously every member or person interested in the funds of the Society, on his application, with a copy of the last annual return, or of such balance sheet or other document as aforesaid, for the time being, and it shall be the duty of the Secretary to supply such gratuitous copies on application accordingly.

Disputes (p).

21.—(1) If any dispute shall arise between a member or person claiming through a member or under the rules and the Society, or the Committee, or any officer of the Society, it shall be settled by reference to arbitration.

(2) Five arbitrators shall be elected by the Society, none of them being directly or indirectly interested in the funds of the Society; and in each case of dispute the names of the arbitrators shall be written on pieces of paper and placed in a box or glass, and the three whose names are first drawn out by the complaining party, or by someone appointed by him or her, shall be the arbitrators to decide on the matter in difference. In case of a vacancy or vacancies, another arbitrator, or other arbitrators, shall be elected at a general meeting.

(3) In this rule "member" includes a person aggrieved who has ceased to be a member, and "dispute" shall have the same meaning as in the Act.

Applications to the Registrar.

22. It shall be the right of one-fifth of the total number of members, or if the number of members is 1,000, then of such number of members as is prescribed by the Act, by an application in writing to the Chief Registrar, signed by them in the forms respectively provided by the Treasury Regulations in that behalf—

(a) To apply for the appointment of one or more inspectors to examine into the affairs of the Society, and to report thereon.

(b) To apply for the calling of a special meeting of the Society.

(*p*) The mode of settling disputes should be stated. It need not necessarily be by arbitration, but may be by reference to justices or otherwise, But one mode only should be provided.

(c) Or to apply for an investigation into the affairs of the Society with a view to the dissolution thereof.

Every such application shall be made in the form prescribed by the Treasury Regulations, and shall be supported by such evidence as is required by the Act.

Voluntary Dissolution.

23. The Society may at any time be dissolved by the consent of three-fourths of the members, testified by their signatures to an instrument of dissolution in the form prescribed by the Treasury Regulations.

Notices.

24. All summonses and notices shall be deemed to have been duly delivered if left at or sent by post addressed to the member or person for whom they are intended at his last known address.

Bye-Laws.

25. The Committee of Management shall have power from time to time to make such bye-laws as it may consider necessary or proper for regulating the opening and closing of the club-house and for the conduct of members, and admission and conduct of visitors and as to refreshments and the playing of games and generally for the good government and order of the Society, and from time to time to vary and rescind any such bye-laws. But no bye-law shall be made which is inconsistent with any of the rules or contrary to law. A copy of all the bye-laws for the time being shall always be kept hung up in a conspicuous place in the club-house.

Interpretation.

26. In these rules, wherever the context so admits—

[(1) All words denoting the masculine gender shall be deemed to include the feminine—

(2) And] all words denoting the singular number shall include the plural, and *vice versâ*.

(3) "Summoned Meeting" means a meeting of the Society of which special notice has been given to the members stating the nature of the business to be transacted.

(4) "The Committee" means the Committee of Management of the Society.

(5) "The Act" means the Friendly Societies Act, 1896, as amended by the Friendly Societies Act, 1908, and any Acts amending or in substitution for the same and for the time being in force.

Copies of Rules.

27. It shall be the duty of the Committee of Management to provide the Secretary with a sufficient number of copies of the rules, to enable him to deliver to every person on demand a copy of such rules on payment of a sum not exceeding 1*s.* for non-members, and 6*d.* for members, and of the Secretary to deliver such copies accordingly.

Amendment of Rules.

28.—(1) No new rule shall be made, nor any of the rules herein contained or hereafter to be made shall be amended or rescinded unless with the consent of a majority of the members present at a General Meeting specially called for that purpose.

(2) No new rule or amendment of rule is valid until registered.

(3) Every new rule and amendment of any rule shall bind all the members of the Society, whether in receipt of benefit or not.

COMMONS.

BYE-LAWS *for the* REGULATION *and* MANAGEMENT *of a* COMMON.

THE —— COMMON.

1. In the construction of these bye-laws the term "—— Common" means —— Common in the parish of ——, in the county of ——, and includes —— in the same parish. Interpretation clause.

The term "the Conservators" means the Conservators for the time being regulating and managing —— Common by virtue

of the scheme [*or* provisional order] confirmed by the —— Act, 19—.

The term "unauthorised person" means and includes any person not for the time being authorised by the Conservators, other than a person acting by virtue and in due pursuance of some estate, interest, or right of a profitable nature in, over, or affecting —— Common, or some part thereof, and legally entitled so to act.

Words importing the masculine gender shall be deemed and taken to include females, and the singular number to include the plural, and the plural the singular.

As to deposit of rubbish.

2. It shall not be lawful for any unauthorised person to deposit rubbish or the like upon any part of —— Common.

As to deposit of other substances.

3. It shall not be lawful for any unauthorised person to deposit, have, or retain any heap of manure or dung, or any timber, bricks, or building or other materials upon any part of —— Common.

As to taking turf, &c.

4. It shall not be lawful for any unauthorised person to dig, cut, fell, sell, take, or remove any turf, sods, earth, loam, gravel, sand, clay, timber or other trees, brushwood, gorse, fern, or the like from any part of —— Common.

Regulations as to taking turf, &c., by authorised persons.

5. All persons who are, or may be authorised, or otherwise legally entitled to dig, cut, fell, or take away turf, sods, earth, loam, gravel, sand, clay, timber or other trees, brushwood, gorse, ferns, or the like from —— Common or any part thereof, shall in so doing abstain from committing any wanton or unnecessary damage to the said common, or the turf, trees, or other natural products thereof, and all such persons so authorised or entitled shall observe and abide by the following regulations, that is to say:—

(i.) No turf, sods, earth, loam, gravel, sand, clay, timber or other trees, brushwood, gorse, fern, or the like shall be dug, cut, felled, or taken on or from any part of —— Common which may for the time being be set apart or appropriated by the Conservators, for the better preservation of the herbage thereon, or for cricket or other reasonable recreation, if similar turf or other respective substances or products as aforesaid can be conveniently dug, cut, felled or taken on or from some other part of the said Common.

(ii.) No fresh or new gravel or other pit or excavation shall

at any time be opened or made on the said Common, if the purposes for which such pit or excavation is required can be conveniently answered by means of some pit or excavation for the time being already existing on the said Common.

(iii.) All gravel and other pits and excavations shall, as far as possible, be made with sloping sides, so as to prevent accidents to animals or persons straying or falling therein; and where not so sloped shall be securely fenced by the persons making such pit or excavation.

(iv.) In making or enlarging any gravel or other pit or excavation the mould or upper layer of soil shall, as far as circumstances will permit, be preserved, and shall from time to time be spread or replaced in a workmanlike manner by the persons making or using such pit or excavation, or such parts thereof as they shall have exhausted or shall no longer require for the supply of gravel or other substances, so as to promote as far as possible the restoration of the herbage.

As to injury to turf, &c.

6. It shall not be lawful for any unauthorised person in any wise to injure, damage, or destroy any turf, gorse, fern, grass, brushwood or trees upon —— Common or any part thereof, or to dig upon or in, or break up, or disturb the surface of the said Common or any part thereof or of any gravel or sand pit thereon, or to light any fire on the said Common.

As to grazing cattle, &c.

7. It shall not be lawful for any unauthorised person to turn out on —— Common or any part thereof any cattle, sheep, swine, horse, ass, mule, turkeys, geese, ducks, fowls, or other animals (whether commonable or not), or knowingly to permit any such animals to graze or feed or remain thereon.

As to tents, booths, &c.

8. It shall not be lawful for any unauthorised person to encamp upon —— Common or to erect or place thereon any hut, tent, booth, stand, posts, rails, poles, fences, or any other building or erection of any kind whatsoever, or to cause any obstruction on the said Common.

As to picnics and meetings.

9. It shall not be lawful for any unauthorised person to give, attend, or be present at any picnic or other pleasure party of more than twenty persons, or to hold, attend or be present at any meeting or assemblage whatever of more than twenty persons on —— Common.

As to injury to notices, &c.

10. It shall not be lawful for any unauthorised person to remove, injure, or deface any notices or notice boards, gates, fences, barriers, posts, seats, or other matters or things erected or placed on the said Common by authority of the Conservators, or to post or affix any bills, placards, or notices thereon.

As to drying, bleaching, &c.

11. It shall not be lawful for any unauthorised person to use —— Common or any part thereof as a drying or bleaching ground, or for shaking or beating carpets thereon.

As to hire of horses, &c.

12. It shall not be lawful for any unauthorised person to let or hire on the said Common any horse, pony, mule, ass, or goat.

As to laying sewers, &c.

13. It shall not be lawful for any unauthorised person to construct or lay any sewer, drain, pipe, or waterway, or any matter or thing of a like nature, on, into, or under the said Common or any part thereof; or to make or form any new roads over or across the same; or to commit or make any trespass or encroachment whatever on any part of the said Common (*a*).

As to appointment of parts of common for cricket, &c.

14. It shall be lawful for the Conservators from time to time to set apart and appropriate any part or parts of —— Common for the better preservation of the herbage thereon, or for cricket, or other reasonable recreation; and it shall not be lawful for any unauthorised person to ride, drive, or pass with any horse, pony, ass, mule, waggon, cart, van, truck, or carriage of any description in, upon or over the part or parts so set apart and appropriated of the said Common.

Prohibition of other acts:

15. It shall not be lawful for any person on —— Common or any part thereof, to commit, do, aid, or abet in any of the matters or things which are prohibited by the following regulations, that is to say:—

gambling;

(i.) Gambling, betting, or playing with cards or dice.

bird-catching, &c.;

(ii.) Bird-catching, bird-trapping, taking birds' nests or eggs, shooting or chasing birds, game, or other animals.

endangering or annoying the public;

(iii.) Throwing stones, or sticks, or other missiles, or doing anything which may endanger or be or grow to be to the hurt, damage, nuisance, annoyance, or inconvenience

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(*a*) By sect. 30 of the Commons Act, 1876, the County Courts are given jurisdiction as regards any encroachment or illegal inclosure of a common or any nuisance impeding any right of common. And by sect. 31 of the same Act, any person intending to inclose a common or part thereof otherwise than under the Act is to give to all persons interested three months' previous notice of such intention.

of the persons using or frequenting the said Common, or entitled to use or frequent the same.

(iv.) Brawling, fighting, quarrelling, cursing, swearing, or using indecent or improper language, or being otherwise disorderly, or wilfully doing any act which violates public decency. brawling;

(v.) Wrongfully interfering with, obstructing, or annoying any persons who are playing or engaging in, or have made preparations for playing or engaging in cricket or other reasonable games or recreations on any part of the said Common set apart and appropriated for such purpose. obstructing cricket and other games;

(vi.) Assaulting or resisting or inciting to assault or resist any constable or other officer of the Conservators or other person in the execution of his duty, or the lawful exercise of his authority under any statute for the time being in force relating to commons or open spaces, or these or any Bye-laws for the time being in force relating to —— Common. interfering with officers in execution of their duty.

16. Every person acting, taking part in, aiding, or abetting in the violation of any of the foregoing Bye-laws or regulations, shall, for every such offence, be liable to a penalty not exceeding ——, and in the case of a continuing offence, every person so continuing such offence shall be liable to a further penalty not exceeding the sum of —— for each day after written notice of the offence, during which the offence continues. Penalties.

17. The Justices before whom any of the penalties aforesaid is or are sought to be recovered shall be at liberty in every case to order that part only of the maximum penalty shall be paid. Jurisdiction of justices.

18. All persons found disturbing the public peace and also all persons committing any offence against any such Act of Parliament or Bye-law are liable to immediate apprehension without warrant, so that they may be dealt with according to law. Apprehension of offenders.

19. Nothing in these Bye-laws shall interfere with the powers of the Police or any other authority legally existing for preventing or punishing offences, or with the powers of the [County] Council as having the control over the Common, pursuant to the —— Act before referred to or otherwise. Saving of powers of police and other authorities.

20. Notwithstanding anything herein contained, it shall be lawful for the Conservators from time to time to grant to His Majesty's Military forces, Regular or Auxiliary, the user of —— User for military purposes.

Common or any part thereof subject to such restrictions, conditions, and arrangements as to time, place, area, compensation for damage, and other matters as may be mutually agreed upon between the Conservators and the Secretary of State for War or other competent Military Authority for all or any of the following purposes; that is to say:—

(i.) Military Drill and exercises;
(ii.) Encampment;
(iii.) Reviews.

COMPENSATION (LANDS CLAUSES)(*a*).

1. NOTICE *to* TREAT *under Sect.* 18 *of the* LANDS CLAUSES CONSOLIDATION ACT, 1845.

To X. Y., of ——, and to all other persons interested in the land or premises hereinafter mentioned or described.

In pursuance of the [*special*] Act, and of the provisions of the Lands Clauses Consolidation Acts and the other Acts incorporated therewith, I hereby, on behalf of the —— Company, give you and each of you notice that the said —— Company require to purchase and take for the purpose of their undertaking all the lands and hereditaments of which the particulars are contained in the schedule hereto [including the mines and minerals thereunder], and which said lands and hereditaments are delineated on the plan attached hereto or delivered herewith, and are thereon coloured pink, which said lands and hereditaments the said company are by the said [*special*] Act authorised to purchase or take. And I hereby, on behalf of the said company, demand of you and each of you the particulars of your estate and interest in the said lands and hereditaments, and of the claim or claims made by you and each of you in respect thereof. And I hereby further give you notice that the said company are willing to treat and

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(*a*) See also "Railways."

contract for the purchase of the same, and of all subsisting leases, terms, estates, and interests therein, and for all compensation to be made to you and each of you for the damage that may be sustained by you by reason of the execution of the works of the said undertaking. And I hereby further give you notice that you and each of you are required within twenty-one days after the service of this notice to deliver, or cause to be delivered, at the office of [C. D.], solicitor to the said company, particulars of your several estates and interests in the lands and hereditaments which the said company intend to purchase or take, and of the claims made by you and each of you in respect thereof. And I hereby further give you notice that if for twenty-one days after the service of this notice you fail to state the particulars of your claim in respect of such lands and hereditaments, or to treat with the company in respect thereof, the amount of compensation payable to you will be settled in the manner prescribed by the said Acts. And I also give you notice that, in case you claim compensation as having a greater interest than that of a tenant at will, you are required within the said period of twenty-one days to produce to the said [C. D.] at his office aforesaid any lease or grant under which you or either of you have or claim to have any estate or interest in the lands and hereditaments intended to be taken and purchased by the said company as aforesaid, or the best evidence thereof in your power.

Dated this the —— day of ——, 19—.

(Signed) A. B.,
Secretary to the —— Company.

SCHEDULE.

Parish or place and county in which the lands are situate.	No. on map or plan and in the Book of Reference deposited with the Clerk of the Peace for the County of Warwickshire.	Description of the lands and hereditaments required.
[*Stratford-on-Avon, Warwickshire.*]	[27]	[*House and Garden.*]

N.B.—In order to assist you in complying with the provisions of the Act, a form of claim, to be filled in and signed by you, is annexed to this notice.

Particulars of Claim by an Owner.

To be sent in within TWENTY-ONE days after service of the notice.

The Company.

Schedule of claim to be filled in and signed by the owners and occupiers of property required by the above-named Company for the purposes of the [*special*] Act, and the Acts incorporated therewith.

Name, address, and description of the claimant.	No. on plan referred to on accompanying notice to treat.	Situation and description of the lands and hereditaments.	Nature of interest, whether owner, lessee, or yearly tenant. If owner, whether in fee in tail or for life; if leasehold, state landlord's name, rent reserved, and length of term. If yearly tenancy, state date of commencement of tenancy.	Particulars of claim, distinguishing separately the amount claimed for value of the land and hereditaments, and the amount claimed for damages by severance, trade loss, &c.	Names of persons having the custody of the documents of title and the place, or places where they may be inspected.

Dated this the day of 19 .

(Signature) X. Y., of, &c.

2. NOTICE *to* TREAT *for an* EASEMENT.

To X. Y., of ——, and to all other persons interested in the lands hereinafter mentioned or described.

In pursuance of the [*special*] Act, and of the Lands Clauses Consolidation Acts and the other Acts incorporated therewith, I hereby, on behalf of the —— Company, give you and each of you notice that the said —— Company require for the purposes of their undertaking an easement and right in perpetuity [of placing and laying and of thereafter maintaining, cleansing, repairing, replacing and relaying water pipes in, through, or under] the lands and hereditaments, more particularly described in the schedule hereto, and which said lands and hereditaments are delineated on the plan attached hereto or delivered herewith and are thereon coloured pink, which said easement and right the said company are by the said [*special*] Act authorised to purchase or take. And I hereby, on behalf of the said company, demand of you and each of you the particulars of your estate and interest in the said lands and hereditaments and of the claim or claims made by you and each of you in respect of the said easement or right [of laying, maintaining, &c., the said water pipes]. And I hereby further give you notice that the said company are willing to treat and contract for the purchase of the said easement or right hereinbefore described, and as to the compensation to be made to you and each of you for the damage that may be sustained by you and each of you by reason of the execution of the works of the said undertaking. And I hereby further give you notice that you and each of you are required within twenty-one days after the service of this notice to deliver, or cause to be delivered, at the office of [C. D.], solicitor to the said company, particulars of your several estates and interests in the lands and hereditaments and of the claims made by you and each of you in respect thereof. And I hereby further give you notice that if for twenty-one days after the service of this notice you fail to state the particulars of your claim in respect of such lands and hereditaments, or to treat with the company in respect of the said easement or right, the amount of compensation payable to you and each of you will be settled in the manner prescribed by the said Acts. And I further give you notice that in case you claim compensation as having a greater interest than that of a

tenant at will, you are required within the same period of twenty-one days to produce to the said [C. D.] at his office aforesaid any lease or grant under which you or any of you have or claim to have any estate or interest in the said lands and hereditaments, or the best evidence thereof in your power.

Dated this the —— day of ——, 19—.

(Signed) A. B.,
Secretary to the —— Company.

SCHEDULE.

Parish or place and county in which the lands are situate.	No. on plan and in the Book of Reference deposited with the Clerk of the Peace for the County of Warwickshire.	Description of lands and hereditaments.
[*Stratford-on-Avon, Warwickshire.*]	[*25*]	[*Orchard.*]

[*The plan attached must show the lands over which the easement is required. A second plan must be annexed, showing how and where the pipes will be laid.*]

N.B.—In order to assist you in complying with the provisions of the Act, a form of claim, to be filled in and signed by you, accompanies this notice.

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3. NOTICE *to* TREAT *under* MICHAEL ANGELO TAYLOR'S ACT (*57 Geo. III. c. xxix.*).

To X. Y. and all other persons interested in the house, buildings, land, tenements, and hereditaments hereinafter mentioned and described.

I, the undersigned, do hereby for and on behalf of the [Mayor and Commonalty and Citizens of the City of London], who are the persons having the control of the pavements of the [City of London], and by direction of the said [Mayor and Commonalty and Citizens], give you and each and every of you notice that for the improvement of the streets and public places within the said [City] and for the public advantage they, the said [Mayor and Commonalty and Citizens], in pursuance of the powers enabling them in that behalf, do intend forthwith to alter, widen, and extend the street called —— street, in the said [City], and for such purpose require to purchase and take all your estate and interest in All

that piece of land and hereditaments being —— and situate in —— street, in the said [City of London], together with all rights, ways, and appurtenances thereto belonging, of which said piece of land and hereditaments you or some or one of you are possessed, or in which you or some or one of you are otherwise interested, and which said piece of land and hereditaments so required as aforesaid is for the better description thereof delineated on the plan annexed hereto or delivered herewith and therein distinguished by a [pink] colour, and I do further give you notice on behalf of the said [Mayor and Commonalty and Citizens], and by their direction, that they, the said [Mayor and Commonalty and Citizens], have appointed and employed me on their behalf to treat, contract, and agree with you and each and every one of you and with all other or others the several owner or owners, occupier, or occupiers of the said piece of land and hereditaments for the purchase thereof with the appurtenances and all your and their estate and interest by them the said [Mayor and Commonalty and Citizens] for the purposes aforesaid, and I do require you and each and every one of you to treat, contract, and agree with me on behalf of the said [Mayor and Commonalty and Citizens] for the sale to them of the said piece of land and hereditaments hereinbefore described, with the appurtenances and all your estate and interest therein, and I do hereby on the part and behalf of the said [Mayor and Commonalty and Citizens] demand from you particulars of your estate and interest in the said piece of land and hereditaments and of the claim or claims made by you in respect thereof pursuant and according to the form of the statute being Chapter 29 of the statutes made and passed in the 57th year of His Majesty King George III., intituled "An Act for the better paving, improving, and regulating the streets of the metropolis and receiving and preventing nuisances and obstructions therein," and desire that such particulars and claim be forwarded to me at the under-mentioned address within twenty-one days from this date.

Dated this the —— day of ——, 19—.

(Signed) C. D.,
Solicitor to the [City of London].

N.B.—It is requested that the claim be made out on the form herewith.

Particulars of Claim to accompany Notice to Treat in preceding Form.

Name, address, and place of abode of party claiming.	Situation and description of property.	Nature of interest, whether freehold, leasehold, copyhold, &c.	Particulars of leases and names and addresses of lessees and occupiers.	Particulars of claim.	List and dates of documents of title.	Names and addresses of solicitors, surveyors, and other persons having custody of documents.

4. AGREEMENT *between* PROMOTERS *and* LANDOWNER *for the* PURCHASE *of* LANDS.

Memorandum of Agreement made the —— day of ——, 19—, between X. Y., of &c. (hereinafter called "the vendor"), of the one part, and the —— Company (hereinafter called "the promoters") of the second part:—

1. The vendor agrees to sell, and the promoters agree to purchase, at the price of £——, the lands and premises more particularly described in the schedule hereto.

2. The vendor agrees to accept the said sum of £—— as full compensation for all claims in connection with the purchase and taking of such lands and premises, and for all injury and damage sustained by him by reason of the severing of the said lands and premises from other lands of the vendor, or otherwise injuriously affecting such other lands by the execution of any of the works authorised by the [*special*] Act or the Acts incorporated therewith.

3. The vendor shall, if and when required, send an abstract of his title to the said lands and premises to the solicitor of the promoters, and shall produce such deeds and documents of title for inspection as the solicitor of the promoters shall require.

4. The promoters shall, on the —— day of ——, 19—, pay to the vendor the said sum of £——, at the office of C. D., their solicitor, at which time the purchase shall be completed.

5. Possession of the said lands and premises shall be given to the promoters on payment of the purchase-money as aforesaid, or the promoters may take possession of the said lands and premises at any time hereafter on depositing the said sum of £—— in the —— Bank in the joint names of the vendor and some person nominated by them or on their behalf, in which case the promoters shall pay to the vendor interest on the said sum of £——, at the rate of £4 per centum per annum between the date of taking possession and the payment of the purchase-price to the vendor.

6. If the completion of the purchase is delayed from any cause other than the wilful default of the vendor, interest at the rate of £4 per centum per annum on the said sum of £—— shall be paid by the promoters to the vendor until the date of payment.

7. All costs and legal charges of the vendor of and incident to this agreement and the conveyance of the said lands and premises

shall be paid by the promoters, who shall also pay £—— for the fee of the vendor's surveyor.

(Signed) X. Y.
[the Vendor].
A. B.
[on behalf of the Company].

[Schedule.]

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5. NOMINATION *of* TWO SURVEYORS *under Sect.* 9 *of the Lands Clauses Consolidation Act*, 1845.

Whereas the —— Company, in pursuance of the [*special*] Act and the Acts incorporated therewith, have agreed to purchase from X. Y. the lands and hereditaments described in the schedule hereto and coloured red on the plan annexed to the said schedule, at a price that shall be determined by the valuation of two practical surveyors: Now, therefore, the said company nominate C. D., and the said X. Y. nominates E. F., as practical surveyors to determine the amount of purchase-money and compensation to be paid for the said lands and hereditaments which the said X. Y. is, under the said Act and the Acts incorporated therewith, entitled to sell and convey, and the compensation for the permanent damage or injury to any other lands of the said X. Y. held therewith.

Dated this the —— day of ——, 19—.

(Signed) X. Y.
A. B.,
Secretary to the said Company.

[Schedule and Plan.]

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6. NOTICE *of* APPLICATION *to* JUSTICES *under Sect.* 9 *of the Lands Clauses Consolidation Act*, 1845, *to* APPOINT *a* SURVEYOR.

To X. Y.

Whereas the two surveyors nominated by us in writing on the —— day of ——, 19—, have failed to agree in a valuation of the amount of the purchase-money or compensation to be paid for

the lands and hereditaments referred to in the said nomination, and of the amount of compensation to be paid for any permanent damage or injury to any other lands held therewith: Now, therefore, the —— Company, in accordance with the powers of sect. 9 of the Lands Clauses Consolidation Act, 1845, give you notice that they intend, on the day of ——, at —— o'clock in the forenoon, to apply at —— to two of His Majesty's justices to nominate a surveyor to determine the matters referred to in the valuation of the said two surveyors under our said nomination.

Dated this the —— day of ——, 19—.

Signed A. B.,
Secretary to the —— Company.

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7. APPOINTMENT *of* THIRD SURVEYOR *by* TWO JUSTICES *under Sect. 9 of the Lands Clauses Consolidation Act,* 1845.

Whereas application has been made to us, the undersigned K. L. and M. N., being two of His Majesty's justices assembled and acting together at ——, by the —— Company under sect. 9 of the Lands Clauses Consolidation Act, 1845, to nominate a surveyor: And whereas we have been informed that the surveyors nominated by the said company and X. Y. have failed to agree in a valuation of the amount of purchase-money or compensation to be paid to X. Y. for the lands and hereditaments belonging to the said X. Y. and described in the said nomination and the schedule and plan annexed thereto, and of the amount of compensation to be paid for any permanent damage or injury to any other lands held therewith; and that the said company have given due notice to the said X. Y. of this application: Now, therefore, we do nominate G. H. to be the third surveyor to make the said valuation.

Given under our hands this the —— day of ——, 19—, at ——.

(Signed) K. L.
M. N.

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8. CERTIFICATE *of* Two Justices *that* Capital *has been* Subscribed.

In pursuance of the [*special*] Act and of the Acts incorporated therewith, we, the undersigned, being two of His Majesty's justices assembled and acting together [*or in the case of a metropolitan police magistrate*, I, the undersigned, being a metropolitan police magistrate], do hereby certify, on the application of the —— Company, that the sum of £——, being the whole of the capital prescribed by the said [*special*] Act has been subscribed under contract binding the parties thereto, their heirs, executors, and administrators, for the payment of the several sums by them respectively subscribed.

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9. COUNTER-NOTICE *by an* Owner *under Sect.* 92.

To the —— Company.

Whereas upon the —— day of —— notice was served upon me by the —— Company that the company required to purchase and take all my right and interest in the messuages and hereditaments described in the schedule to the said notice, and whereas the said lands and hereditaments are a part only of a house, or building or manufactory known as [*insert description*]: Now, therefore, take notice that I, the undersigned, am willing and able to sell and convey the whole of the said house, building, or manufactory, more particularly described in the schedule hereto and delineated and coloured red on the plan hereunto annexed, and that I require you to purchase and take the whole of the said house, building, or manufactory.

Dated this the —— day of ——, 19—.

(Signed) X. Y.

[Schedule and Plan.]

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10. WITHDRAWAL *of* NOTICE *to* TREAT *by* PROMOTERS *after* RECEIVING *a* COUNTER-NOTICE.

To X. Y.

Whereas on the —— day of —— a notice was served upon you by the —— Company stating that they required to purchase and take for the purposes of their undertaking certain messuages and hereditaments therein described: And whereas on the —— day of —— a counter-notice was served by you upon the —— Company requiring them to purchase and take the whole of a certain house, building, or manufactory, of which the said messuages and hereditaments are a part only, and stating that you were willing and able to sell and convey your interest in the whole: Now, therefore, the said company hereby give you notice that they revoke and withdraw the said notice served upon you on the —— day of ——, 19—.

Dated this the —— day of ——, 19—.

(Signed) A. B.,
Secretary to the —— Company.

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11. ASSESSMENT *of* COMPENSATION *by* TWO JUSTICES.

Whereas the —— Company did, on the —— day of ——, in pursuance of the provisions of the [*special*] Act and the Acts incorporated therewith, serve upon X. Y. a notice requiring him to give up possession of certain lands and hereditaments [*insert description*] now occupied by the said X. Y. as a [yearly] [weekly] tenant: And whereas no agreement has been come to between the said company and the said X. Y. as to the amount of compensation to be paid by the said company to the said X. Y. for the value of the unexpired term or interest of the said X. Y. in the said lands and hereditaments, and for any loss or injury he may sustain, including any damage suffered by him in his tenancy by severing the lands held by him, or otherwise injuriously affecting the same: Now, therefore, we, the undersigned C. D. and E. F., being two of His Majesty's justices of the peace for the county of ——, assembled and acting together, having heard the

evidence adduced by the said X. Y. and the said company, do determine the sum of £—— to be the amount of the said compensation payable by the said company to the said X. Y.

Given under our hands this —— day of ——.

(Signed) C. D.,
E. F.,
Justices of the Peace for the County of ——.

[N.B.—Any one of the metropolitan police magistrates and every stipendiary magistrate for any county, borough, or place, has power to do alone what may be done by two justices of the peace.]

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12. NOTICE *of* DESIRE *to have* COMPENSATION ASSESSED *by an* ARBITRATOR *under Sect.* 23 *of the Lands Clauses Consolidation Act,* 1845.

To the —— Company.

Whereas I, the undersigned X. Y., of ——, have received from you a notice dated the —— day of ——, 19—, demanding from me the particulars of my estate and interest in the lands and hereditaments described in the schedule thereto, and of the claims made by me in respect thereof: Now I do herewith send you the said particulars and give you notice that unless you are willing to agree to pay to me the said sum of £——, I desire to have the amount of purchase-money and compensation to be paid by you for my interest in the said lands and hereditaments and the amount of compensation for damage to be sustained by me by reason of the severing of the lands taken from my other lands, or otherwise injuriously affecting such other lands by the exercise of the powers of the [*special*] Act and the Acts incorporated therewith, settled by arbitration in the manner prescribed by the Lands Clauses Consolidation Act, 1845.

Dated this the —— day of ——, 19—.

(Signed) X. Y.

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13. DEMAND *for* ARBITRATION *under Sect.* 68, *where* LANDS *have been* INJURIOUSLY AFFECTED.

To the —— Company.

Whereas I, X. Y., of ——, am the owner in fee simple of [*or*, have a leasehold interest in] the lands and hereditaments described in the schedule hereto: And whereas the said lands and hereditaments have been injuriously affected by the works carried out by you under the powers conferred upon you by the [*special*] Act and the Acts incorporated therewith, in the manner following, that is to say [*here describe the injury complained of*], and I claim £—— as compensation in respect of the said injury: Now, therefore, I give you notice that, unless you are willing to pay the said sum of £——, and enter into a written agreement for that purpose within twenty-one days after the receipt of this notice, I desire to have the amount of the said compensation settled by arbitration in the manner provided by the Lands Clauses Consolidation Act, 1845.

Dated this the —— day of ——, 19—.

(Signed) X. Y.

[Schedule.]

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14. APPOINTMENT *of an* ARBITRATOR *by the* CLAIMANT.

To C. D., of ——.

Whereas the —— Company have given me, the undersigned, notice that they require for the purposes of their undertaking certain lands and hereditaments described in the said notice and in the schedule hereto, and whereas I did, by notice in writing dated the —— day of ——, 19—, signify to the said company my desire to have the amount of compensation payable to me by the said company in respect of the said lands and hereditaments settled by arbitration: Now, therefore, I appoint you, C. D., of ——, to be arbitrator on my behalf, to determine the amount of purchase-money and compensation to be paid to me by the said company for my estate and interest in the said lands and hereditaments, and also the amount of damage (if any) to be sustained by me by reason of the severing of the lands taken from my other lands, or otherwise injuriously affecting such other lands by the exercise

of the powers of the [*special*] Act and the Acts incorporated therewith.

Dated this the —— day of ——, 19—.

(Signed) X. Y.

[Schedule.]

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15. NOTICE *by* CLAIMANT *of* APPOINTMENT *of* ARBITRATOR, *and* REQUEST *to* PROMOTERS *to* APPOINT *an* ARBITRATOR.

To the —— Company.

I, the undersigned X. Y., hereby give you notice that I have on the —— day of ——, 19—, appointed C. D., of ——, to be arbitrator on my behalf to determine the amount of purchase-money and compensation to be paid by you for my estate and interest in the lands and hereditaments described in the schedule hereto, and also the amount of damage (if any) to be sustained by me by reason of the severing of the lands taken from my other lands, or otherwise injuriously affecting such other lands by the exercise of the powers of the [*special*] Act and the other Acts incorporated therewith.

And I hereby require you, within fourteen days from the date hereof, to appoint an arbitrator to act on your behalf in the said matters.

Dated this the —— day of ——, 19—.

(Signed) X. Y.

[Schedule.]

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16. APPOINTMENT *of an* ARBITRATOR *by the* PROMOTERS.

Whereas the —— Company did on the —— day of ——, 19—, receive a notice in writing signed by X. Y. informing them that the said X. Y. had appointed C. D., of ——, to be arbitrator on his behalf, to determine the amount of purchase-money and compensation to be paid by the said company for the interest of the said X. Y. in certain lands and hereditaments described in the schedule thereto, and also the amount of damage (if any) to be sustained by the said X. Y. by reason of the severing of the lands

taken from the other lands of the said X. Y., or otherwise injuriously affecting such other lands, by the exercise of the powers of the said Acts, and requiring the said company within fourteen days from the date thereof to appoint an arbitrator to act on their behalf in the said matters: Now, therefore, the said company do hereby appoint E. F., of ——, to be the arbitrator on behalf of the said company to whom the said matters shall be referred.

Dated this the —— day of ——, 19—.

(Signed) A. B.,
Secretary to the —— Company.

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17. NOTICE *by* PROMOTERS *of* APPOINTMENT *of an* ARBITRATOR *and* REQUEST *to* LANDOWNER *to* APPOINT *an* ARBITRATOR.

To X. Y., of ——.

I, on behalf of the —— Company, hereby give you notice that the said company have by writing on the —— day of ——, 19—, appointed E. F., of ——, to be arbitrator on their behalf to determine the amount of purchase-money and compensation to be paid by the said company for the interest which you claim to be entitled to in the lands and hereditaments described in the schedule hereto, and also the amount of damage (if any) to be sustained by you by reason of the severing of the lands taken from your other lands, or otherwise injuriously affecting such other lands, by the exercise of the powers contained in the [*special*] Act and the Acts incorporated therewith. And I hereby require you, within fourteen days from the date hereof, to appoint an arbitrator to act on your behalf in the said matters.

Dated this the —— day of ——, 19—.

(Signed) A. B.,
Secretary to the —— Company.

[Schedule.]

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18. APPOINTMENT *of a* SINGLE ARBITRATOR *by* AGREEMENT.

Whereas under the provisions of the [*special*] Act and of the Acts incorporated therewith the —— Company and X. Y., of ——, have concurred in the appointment of a single arbitrator to determine the amount of purchase-money and compensation to be paid by the said company to the said X. Y. for his interest in certain lands and hereditaments described in the schedule hereto: Now, therefore, the said company and the said X. Y. do concur in appointing C. D., of ——, to be a single arbitrator to determine the amount of purchase-money and compensation to be paid by the said company for the interest of the said X. Y. in the said lands and hereditaments, and also the amount of damage (if any) to be sustained by the said X. Y. by reason of the severing of the lands taken from the other lands of the said X. Y., or otherwise injuriously affecting such other lands, by the exercise of the powers conferred on the said company by the [special] Act and the Acts incorporated therewith.

Dated this the —— day of ——, 19—.

(Signed) A. B.,
Secretary to the —— Company.

X. Y.

[Schedule.]

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19. APPOINTMENT *of* ARBITRATOR *to* ACT *for* BOTH PARTIES *under Sect.* 25 *of the Lands Clauses Consolidation Act,* 1845.

Whereas under the provisions of the [*special*] Act and of the Acts incorporated therewith the —— Company on the —— day of ——, 19—, gave me, the undersigned, notice that they required for the purposes of their undertaking certain lands and hereditaments described in the said notice and in the schedule hereto: And whereas before the said company had issued their warrant to the sheriff to summon a jury in respect of the matter of the said lands and hereditaments I signified to them, by notice in writing, my desire to have the amount of compensation payable to me for my interest in the said lands and hereditaments settled by

arbitration: And whereas by writing under my hand on the —— day of ——, 19—, I appointed C. D., of ——, to be arbitrator on my behalf to determine the amount of purchase-money and compensation to be paid by the said company for my interest in the said lands and hereditaments or the interest therein which I am enabled to sell and convey under the said Acts, and also the amount of damage (if any) to be sustained by me by reason of the severing of the land taken from my other lands, or otherwise injuriously affecting such other lands, by the exercise of the powers of the said Acts: And whereas on the —— day of ——, 19—, I gave notice in writing to the said company of the said appointment and requested them within fourteen days thereof to appoint an arbitrator to act on their behalf in the said matters: And whereas fourteen days have elapsed since the time of the said notice and request, and the said company have failed to appoint an arbitrator to act on their behalf: Now, therefore, I appoint the said C. D. to act both on my behalf and on behalf of the said company in the matters aforesaid.

Dated this the —— day of ——, 19—.

(Signed) X. Y.

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20. APPOINTMENT *of an* ARBITRATOR *under Sect.* 64 *of the Lands Clauses Consolidation Act,* 1845, *by a* CLAIMANT *who is* DISSATISFIED *with the* VALUATION *of a* SURVEYOR APPOINTED *under Sect.* 58.

Whereas the —— Company, in consequence of their being unable to find me after diligent inquiry, caused the amount of purchase-money or compensation in respect of my interest in certain lands described in the schedule hereto to be determined by the valuation of a surveyor under sect. 58 of the Lands Clauses Consolidation Act, 1845, and have deposited the amount of such valuation in the Bank of England: And whereas I am dissatisfied with such valuation, and have given due notice in writing to the said company requiring the question of such compensation to be submitted to arbitration: Now, therefore, I hereby appoint C. D., of ——, as arbitrator on my behalf to determine whether the said amount so deposited as aforesaid by the said company is a sufficient

sum or whether any and what further sum ought to be paid or deposited by them.

Dated this the —— day of ——, 19—.

(Signed) X. Y.

[Schedule.]

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21. APPOINTMENT *of* UMPIRE *by* ARBITRATORS *under Sect. 27 of the Lands Clauses Consolidation Act,* 1845.

Whereas the undersigned C. D. was on the —— day of —— appointed arbitrator on behalf of X. Y., and the undersigned E. F. was on the —— day of —— appointed arbitrator on behalf of the —— Company to determine the amount of purchase-money and compensation to be paid by the said company for the interest to which the said X. Y. is entitled or which he is enabled to sell under the [*special*] Act and the Acts incorporated therewith, in the lands and hereditaments more particularly described in a schedule to a notice to treat dated the —— day of ——, 19—, and also the amount of damage (if any) to be sustained by the said X. Y. by reason of the severing of the lands taken from the other lands of the said X. Y., or otherwise injuriously affecting such other lands, by the exercise of the powers of the said Acts: Now, therefore, we, before entering upon the matters referred to us, nominate and appoint G. H. to be umpire to decide on any matters on which we shall differ or which shall be referred to him under the said [*special*] Act and the Acts incorporated therewith.

As witness our hands this —— day of ——, 19—.

(Signed) C. D.

E. F.

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22. REQUEST *to* ARBITRATORS *to* APPOINT *an* UMPIRE *under the Lands Clauses Consolidation Act,* 1845.

To C. D., of ——, and E. F., of ——.

I, the undersigned, being tenant in fee simple in possession of certain lands and hereditaments situate at —— in the county of ——, in respect of which the question of disputed compensation above referred to has arisen, do hereby request you the above-

named [*arbitrator*], and you the above-named [*arbitrator*], who have been appointed arbitrators the one by and on behalf of the above-named company, and the other by and on behalf of myself, and to whom the said question is referred, within seven days after the service hereof upon you, and before you enter upon the matters referred to you, to nominate and appoint an umpire to decide on any matter which has been or shall be referred to you under the provisions of the Lands Clauses Consolidation Act, 1845, or the above-mentioned —— Act, 18—, and on which you may differ. And I further give you notice that if you shall refuse, or shall for seven days after service upon you of this my request, neglect to appoint an umpire, I shall make application to the Board of Trade to appoint an umpire under the provisions of the Lands Clauses Consolidation Act, 1845.

Dated the —— day of ——, 19—.

(Signed) A. B.

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23. APPOINTMENT *of an* UMPIRE *by the* BOARD *of* TRADE (*b*) *under Sect.* 28 *of the Lands Clauses Consolidation Act,* 1845.

Whereas application has been made to the Board of Trade (*b*) by the —— Company under the [*special*] Act and the Acts incorporated therewith to appoint an umpire: And whereas it has been made to appear to the Board that the arbitrators appointed by the said company and X. Y. to determine the amount of purchase-money and compensation to be paid by the said company for the estate and interest to which the said X. Y. is entitled or which he is enabled to sell under the said Acts, in the lands and hereditaments described in the schedule hereto, and also the amount of damage (if any) to be sustained by the said X. Y. by reason of the severing of the lands taken from the other lands of the said X. Y., or otherwise injuriously affecting such lands, by the exercise of the powers of the said Acts, have refused [*or,* have for seven days after request from the said company neglected] to appoint an umpire:

(*b*) By sect. 28, on default of appointment of an umpire by the arbitrators, the Board of Trade shall appoint in any case in which a railway company shall be one party to the arbitration, and two justices in any other case.

Now, therefore, the said Board do hereby appoint C. D. to be the umpire to decide on any matters on which the said arbitrators shall differ, or which shall be referred to him under the provisions of the said Acts.

Dated this the —— day of ——, 19—.

(Signed) Secretary to the Board of Trade.

[Schedule.]

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24. ENLARGEMENT *of* TIME *for* MAKING AWARD.

We, C. D. the arbitrator appointed by and on behalf of X. Y. and E. F. the arbitrator appointed by and on behalf of the —— Company, do hereby extend the time for making an award respecting the matters referred to us until the —— day of ——, 19—.

As witness our hands this —— day of ——, 19—.

(Signed) C. D.
E. F.

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25. NOTICE *by* ARBITRATORS *of* FAILURE *to* AGREE.

To G. H.

We, the undersigned, C. D. and E. F., hereby give you notice that we are unable to agree in respect of the matters referred to us by X. Y., of ——, and the —— Company, and that the determination of the said matters has thereby devolved upon you as umpire, duly appointed by us on the —— day of ——, 19—.

The —— day of ——, 19—.

(Signed) C. D.
E. F.

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26. AWARD *by* TWO ARBITRATORS.

To all to whom these presents shall come we, C. D., of ——, and E. F., of ——, send greeting:

Whereas on the —— day of —— the —— Company gave notice to X. Y. that in pursuance of the powers of the [*special*] Act

and the Acts incorporated therewith they required to purchase and take certain lands and hereditaments [*insert description contained in notice to treat*]: And whereas the said X. Y. claimed to be interested in the said lands and hereditaments under a lease for —— years dated the —— day of ——, of which a term of about seven years was then unexpired: And whereas the said company and the said X. Y. failed to agree as to the amount of purchase-money and compensation to be paid by the said company for the interest claimed by the said X. Y. in the said lands and hereditaments, and also the amount of damage (if any) to be sustained by him by reason of the severing of the lands taken from his other lands, or otherwise injuriously affecting such other lands, by the exercise of the powers of the said Acts: And whereas the said company on the —— day of —— appointed by writing under the hand of their secretary the said E. F. as arbitrator to act on their behalf in the determination of the amount of the said purchase-money and compensation: And whereas the said X. Y. on the —— day of —— appointed by writing under his hand the said C. D. as arbitrator to act on his behalf in the determination of the amount of the said purchase-money and compensation: And whereas we, the said arbitrators, before entering upon the consideration of the matters referred to us duly appointed an umpire, and made and subscribed the declaration required by the said Acts: Now know ye, that we, the said arbitrators, having viewed the said lands and hereditaments, and having considered the evidence adduced by the said respective parties, do award and determine that the sum of £—— is the amount of purchase-money and compensation to be paid by the said company for the interest claimed by the said X. Y. in the said lands and hereditaments, and that the said sum includes an amount for all damages sustained or to be sustained by the said X. Y. by reason of the severing of the lands taken from his other lands, or otherwise injuriously affecting such other lands, by the exercise of the powers of the said Acts.

As witness our hands this —— day of ——, 19—.

(Signed) C. D.
E. F.

[Schedule.]

27. AWARD *by an* UMPIRE.

To all to whom these presents shall come I, G. H., of ——, send greeting:

Whereas on the —— day of —— the —— Company gave notice to X. Y., that in pursuance of the powers of the [*special*] Act and the Acts incorporated therewith, they required to purchase and take for the purposes of their undertaking all the lands and hereditaments described in a schedule to the said notice: And whereas under the said Acts the said X. Y. claims to be enabled to sell the said lands and hereditaments and the fee simple thereof in possession: And whereas the said company and the said X. Y. have failed to agree as to the amount of purchase-money and compensation to be paid to the said X. Y. by the said company for the interest in the said lands and hereditaments which he claims to be enabled to sell under the said Acts, and also the amount of damage (if any) to be sustained by him by reason of the severing of the lands taken from his other lands, or otherwise injuriously affecting such other lands, by the exercise of the powers of the said Acts: And whereas the said company on the —— day of —— appointed by writing under the hand of their secretary, E. F., of ——, as arbitrator to act on their behalf to whom the question of such purchase-money and compensation as aforesaid should be referred: And whereas the said X. Y. on the —— day of —— appointed by writing under his hand C. D., of ——, as arbitrator to act on his behalf to whom the question of such purchase-money and compensation should be referred: And whereas the said C. D. and E. F., before entering upon the consideration of the matters referred to them, did, on the —— day of ——, by writing under their hands, duly nominate and appoint me, the before-mentioned G. H., to be the umpire in the matter of the said arbitration to decide on any matters referred to them as to which they should differ: And whereas the said arbitrators disagreed and differed respecting the matters referred to them, and by reason of such differences have failed to make an award: Now know ye, that I, the said G. H., having taken upon myself the burthen of the reference, and having, before entering upon or taking into consideration any of the matters referred to me, duly made the declaration required by the said Acts, and having viewed the said lands and hereditaments, and having considered the evidence adduced by the

respective parties, do award and determine that the sum of £—— is the amount of purchase-money and compensation to be paid by the said company to the said X. Y. in respect of the estate and interest in the said lands and hereditaments which the said X. Y. claims to be enabled to sell under the said Acts, and that the said sum includes an amount for all damages sustained by the said X. Y. by reason of the severing of the lands taken from his other lands, or otherwise injuriously affecting such other lands, by the exercise of the powers of the said Acts.

As witness my hand this —— day of ——, 19—.

(Signed) G. H.

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28. AWARD *as to* COMPENSATION *for Land, &c., taken by a* CORPORATION, *wherein the* ARBITRATOR STATES A CASE *for the* OPINION *of the* COURT.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I [*arbitrator*], of, &c., send greeting. WHEREAS by an instrument in writing dated the —— day of ——, 19—, and made in the matter of the Corporation of the Borough of —— (hereinafter called the said Corporation), and in the matter of the purchase by the said Corporation of lands of A. B., of &c., Esquire (hereinafter called the said owner), for the purposes of &c., and under the hand of the said A. B., and under the common seal of the said Corporation, After reciting [*recite special Act authorizing construction of waterworks, &c.*], and after reciting that the said owner and the said Corporation had determined in respect of all questions of disputed compensation to concur, pursuant to the Lands Clauses Consolidation Act, 1845, in the appointment of a single arbitrator to settle and determine and award the purchase-money or respective purchase-monies and compensation or respective compensations under the said Acts to be paid by the said Corporation for the purchase by them free from incumbrances (other than customary rents and services) of the fee simple and inheritance in possession of and in all freehold estates and of all estates of inheritance according to the custom of any manor of and in all customary hereditaments, lands, stints and rights respectively described and comprised in the claim of the said owner (of which a copy is annexed to the instrument now in recital), dated the

Recital of submission;

—— day of ——, 19—, delivered by him in pursuance of the notice to treat served by the said Corporation (of which a copy is also annexed to the instrument now in recital), and for the damage that might be sustained by the said owner by reason of the execution of the works authorised by the first above-mentioned Act, it being the intent of the said notice to treat, of the said claim, and of the submission now in recital, that the said owner should sell and the said Corporation should acquire not only the life estate of the said owner, but all such estate and interest as by the 7th section of the Lands Clauses Consolidation Act, 1845, or otherwise, the said owner was authorised to sell and convey:

that notice to treat and claim are set out in schedules to award;

And whereas copies of the said notice to treat and claim, respectively annexed to the said recited instrument, are also respectively annexed to or written under these presents, and constitute the first and second schedules hereunto respectively:

that arbitrator entered on the reference, and made declaration;

And whereas I the said [*arbitrator*] took upon myself the said reference, and previously to entering upon the matters referred to me as aforesaid made and subscribed the declaration hereunto annexed:

of enlargement of time;

And whereas, by divers instruments under the hand of the said owner, and the seal of the said Corporation respectively, the time for making my award in the said matters in difference has been enlarged to the —— day of ——, 19—:

of nature and effect of claim;

And whereas upon the consideration of the said matters in difference it appeared that the hereditaments mentioned and described in the first schedule to the said notice of claim were hereditaments claimed by the said owner as tenant for life, and that the hereditaments mentioned and described in the second schedule to the said notice of claim were hereditaments claimed by the said owner for an estate of inheritance in fee simple in possession as to hereditaments described as being of freehold tenure, and for a customary estate of inheritance in possession as to hereditaments described as being of customary tenure, and I propose accordingly to award separately in respect of the respective hereditaments mentioned and described in such schedules to the notice of claim respectively:

of nature of the property;

And whereas it also appeared that the said freehold hereditaments or parts thereof were formerly of copyhold or customary tenure, and are subject to reservations in favour of the lord of the manor of certain mines, minerals, rights, royalties and franchises specified in the indenture of the —— day of —— mentioned in the first schedule to the said notice of claim, or as to others of such freehold

hereditaments in some other instrument of enfranchisement: AND WHEREAS upon the consideration of the said matters in difference the said owner claimed that the stints mentioned in the third and fourth schedules respectively to the said notice of claim were stints or cattle-gates constituting several tenements or interests in the soil (the ownership of the soil being in the stint owners), and the said owner claimed to be entitled to such stints accordingly, but the said Corporation alleged that the said stints amounted only to rights to take the herbage of common or fell by the mouths of cattle or sheep, such rights being enjoyed as appendant or appurtenant to certain other tenements of the said owner (the ownership of the soil of the common or fell being in the lord of the manor, subject to such rights of pasturage): And the said owner also claimed the bed of the lake, being the lots mentioned last in the third and fourth schedules to the notice of claim respectively, and being in effect the lake called ——, such claim extending *ad medium filum* wherever the lands mentioned and described in the schedules to the said notice of claim were on one side only of the lake, and extending all the way across the lake wherever the said lands were on both sides of the lake, but the said Corporation disputed such claim: AND WHEREAS I am advised that the aforesaid claims relating to the said stints and to the bed of the said lake involve questions of title which are not for me to determine, and I have accordingly awarded separately, with a view to such questions being determined by competent authority: AND WHEREAS upon the consideration of the said matters in difference it appeared that certain stints had been omitted by mistake from the fourth schedule to the said notice of claim, but by consent of the parties it was agreed that I should award in respect thereof notwithstanding such omission: AND WHEREAS upon the consideration of the said matters in difference, the said owner made a claim to compensation in respect of water collected, diverted or impounded upon the said lands mentioned and described in the said schedules to the notice of claim and in respect of the natural or peculiar adaptation of such lands for collection of water or as a suitable site for the construction of a reservoir, and I propose to state the fact relating thereto in the form of a special case as hereinafter appearing: AND WHEREAS the third schedule hereto contains an enumeration of certain documents which upon the consideration of the said matters in differ-

as to stints, &c.;

as to bed of lake;

that such claims involve questions of title not matter of the reference:

as to collection, diversion, &c. of water.

ence were put in evidence by counsel for the said Corporation, and which are herein entered only in consequence of the request of such counsel: AND WHEREAS the map or plan hereto annexed is a copy of the parliamentary plan used upon the consideration of the said matters in difference. NOW KNOW YE AND THESE PRESENTS WITNESS, that I the said arbitrator, having fully and deliberately considered the said matters in difference, Do make this my award in writing in manner following, that is to say:—

Award:

as to amount of compensation for lands, &c.;

1. I award and determine that the sum of £—— is the value of the lands, hereditaments, stints, and rights described and comprised in the first and third schedules to the said notice of claim, including such mines and minerals, if any, as the said owner can sell; and I award and determine that the sum of £—— is the value of the lands, hereditaments, stints and rights, described and comprised in the second and fourth schedules to the said notice of claim, including such mines and minerals, if any, as the said owner can sell, which respective lands, hereditaments, stints and rights are respectively required by the said Corporation; and I award and determine that the same sums of £—— and £—— shall respectively be paid by the said Corporation to the said owner for the purchase by them, free from incumbrances (other than the said reservations to the lord of the manor affecting the said freehold hereditaments or parts thereof, but which reservations I consider and hereby find to be of no value, and other than customary rents and services) of the fee simple and inheritance in possession of and in all freehold estates, and of all estates of inheritance according to the customs of any manor, of and in all customary hereditaments, lands, stints and rights respectively described and comprised in the said claim of the said owner, dated the —— day of ——, 19—, and for the damage that may be sustained by the said owner, by reason of the execution of the works authorised by the first above-mentioned Act, but this my award and determination is subject as hereinafter mentioned or appearing.

as to stints;

2. I have, in my said award and determination, valued the said stints according to their value as rights to take the herbage of common or fell by the mouths of cattle or sheep, such rights being enjoyed as appendant or appurtenant to certain other tenements of the said owner (the ownership of the soil of the common or fell being in the lord of the manor, subject to such rights

of pasturage); And I hereby award and determine for or in respect of the further or additional value of such stints, considered as stints or cattle-gates, constituting several tenements or interests in the soil (the ownership of the soil being in the stint owners), the further sum of £——, in respect of the stints mentioned in the third schedule to the said notice of claim, and £—— in respect of the stints mentioned in the fourth schedule to the said notice of claim, the same sums of £——, and £—— to be paid by the said Corporation to the said owner for the purchase by them of such stints, in addition to the respective sums to be paid by the said Corporation as hereinbefore awarded.

as to lake.

3. I have, in my said award and determination, valued the portions comprised in the said claim of the said lake, known as ——, in respect of the value of the water only of the said lake to the owner of the lands mentioned respectively in the first and second schedules to the notice of claim, and adjacent to the said lake as riparian owner, and not in respect of any right to the bed of the said lake: And I hereby award and determine that the further sum of £—— is the value of the bed of the said lake adjacent to the said lands and hereditaments, such bed extending *ad medium filum* wherever such adjacent lands and hereditaments are on one side only of the lake, and extending all the way across the lake wherever such adjacent lands and hereditaments are on both sides of the lake; And I hereby apportion such sum of £—— in the proportion or sums of £—— for the portion of the lake mentioned in the first schedule to the notice of claim, and £—— for the portion of the lake mentioned in the second schedule to the notice of claim; And I award and determine that the same sums of £—— and £—— shall respectively be paid by the said Corporation to the said owner for the purchase by them, free from incumbrances (other than customary rents and services, if any), of the fee simple and inheritance in possession, or customary fee simple and inheritance in possession, as the case may be, of the said adjacent bed of the lake, and for the damage that may be sustained by the said owner in respect of the said bed by reason of the execution of the works authorised by the first above-mentioned Act.

as to stints omitted from claim.

4. And so far as I lawfully can or may, I hereby award and determine that the value of the stints so far as aforesaid omitted by mistake from the fourth schedule of the notice of claim is the sum of £——, according to their value as mere rights of taking

the herbage of common or fell by the mouths of cattle or sheep, such rights being enjoyed as appendant or appurtenant to other tenements of the owner (the ownership of the soil of the common or fell being in the lord of the manor, subject to such rights of pasturage), and that the further sum of £—— is the further or additional value of such stints considered as several tenements, including the ownership of the soil, such sum of £——, and, in case the stints are to be considered as several tenements as aforesaid, such further sum of £—— to be paid by the said Corporation to the said owner for the purchase by them of such stints, in addition to the respective sums to be paid by the said Corporation as hereinbefore awarded.

Special case. And by way of special case for the opinion of the High Court of Justice,

5. I hereby state, and find as facts, that the lands and hereditaments respectively described and comprised in the said claim of the said owner have by themselves, and in conjunction with other adjoining lands, a natural and peculiar adaptation for the collection, diverting and impounding of water, and as a suitable site for the construction of a reservoir.

6. I have in my awards and determinations hereinbefore contained, in estimating the value of the land, taken into consideration its enhanced value by reason of the water that may be collected, diverted and impounded upon the said lands and hereditaments of the said owner, and also by reason of its natural and peculiar adaptation for the construction of a reservoir, but I have not allowed for or included any sum in respect of the enhanced value of the land by reason of its natural and peculiar adaptation in conjunction with other adjoining lands for the collection, diverting and impounding of water, and as a suitable site for the construction of a reservoir: And I hereby submit for the opinion of the Court whether or not I ought to have allowed for and included any sum in respect of such last-mentioned enhanced value.

7. If the Court shall be of opinion that I ought to have allowed for and included a sum in respect thereof, then I hereby award and determine such sum to be the further sum following, that is to say: If upon the determination of the question of title it shall appear that the said bed of the said lake adjacent to the other lands described and comprised in the claim of the said owner

forms part of the hereditaments to be purchased as aforesaid by the said Corporation from the said owner, then the sum of £——; but if it shall appear that the said adjacent bed of the lake does not form part of the said hereditaments so to be purchased as last aforesaid, then the sum of £——; And I hereby apportion the said sums of £——, or £—— as the case may be, between the said hereditaments mentioned in the first and second schedules respectively to the said notice of claim in the proportions or sums of £——, or £—— as the case may be, in respect of the hereditaments mentioned in the first schedule to the notice of claim, and £——, or £—— as the case may be, in respect of the hereditaments mentioned in the second schedule to the notice of claim; the same apportioned sums to be paid by the said Corporation to the said owner for the purchase by them of the hereditaments so to be purchased by them as aforesaid, in addition to the other sums to be paid by the said Corporation as hereinbefore awarded. In witness, &c.

The First Schedule above referred to.

The Second Schedule above referred to.

The Third Schedule above referred to.

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29. NOTICE Desiring *a* Jury *where* Lands *have been* Injuriously Affected.

[*Follow Form No.* 13 *down to* "said injury."] Now, therefore, I give you notice, that unless you are willing to pay me the amount of the said compensation so claimed and shall enter into a written agreement for that purpose, then I do hereby request and require you, within twenty-one days after the receipt by you of this notice, to issue your warrant to the sheriff of —— or other the proper officer to summon a jury to assess the amount of the said compensation in the manner provided by the Lands Clauses Consolidation Act, 1845, and the Acts amending the same. And Further Take Notice, that the documents showing my title are in the possession of Messrs. ——, my solicitors, at whose office, ——, you may inspect the same.

As witness my hand this the —— day of ——.

(Signed) X. Y.

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30. NOTICE *of* INTENTION *to* SUMMON *a* JURY *and of* OFFER *of* COMPENSATION.

To X. Y.

WHEREAS by a notice in writing addressed to you and dated the —— day of ——, 19—, I, on behalf of the —— Company, gave you notice that it was the intention of the said company to take and use for the purposes of the [*special*] Act the property specified in the schedule and annexed thereto: AND WHEREAS on the —— day of ——, 19—, you caused to be delivered to the said company a document bearing date the —— day of ——, 19—, in which you claimed to be interested as lessee of —— and you claimed to be paid for your estate and interest in the aforesaid land and premises the sum of £—— as purchase-money and compensation: AND WHEREAS the said company and you have not agreed and cannot agree as to the amount of the purchase-money or compensation to be paid to you for your interest in the said hereditaments and for any loss or damage which may be sustained by you by reason of the taking and using of the said hereditaments: Now I, on behalf of the —— Company, hereby, in pursuance of the said Act, give you notice that it is the intention of the said company, after the expiration of ten days from the service of this notice, and in pursuance of the provisions in the said Act contained, to issue their warrant to the sheriff or other proper officer of the county of —— to cause a [*special*] jury to be summoned to inquire into and assess the amount of such purchase-money and compensation as aforesaid, which you are or may be entitled to receive under the provisions of the said Act. AND FURTHER TAKE NOTICE, that the said company are willing to give and hereby offer you the sum of £—— for your estate and interest in the lands and hereditaments sought to be purchased from you and for all damage to be sustained by you by reason of the severing of the said lands and hereditaments from your other lands, or otherwise injuriously affecting such other lands, by reason of the execution of the works authorised by and powers contained in the said Act.

Dated this the —— day of ——, 19—.

(Signed) A. B.,
Secretary to the said Company.

31. WARRANT *to* SHERIFF *to* SUMMON JURY *to* DETERMINE *the* VALUE *of* LANDS *to be* PURCHASED *or* TAKEN.

To the Sheriff of the County of ——.

WHEREAS in pursuance of the provisions contained in the [*special*] Act and the Acts incorporated therewith the —— Company on the —— day of —— duly served notice on X. Y., of ——, that they required to purchase and take for the purposes of their undertaking certain lands and hereditaments mentioned in the schedule hereto, and more particularly described in the schedule to the said notice: AND WHEREAS the said X. Y. claims to be interested in the said lands and hereditaments under a lease thereof for a term of —— years from the —— day of ——, 19—: AND WHEREAS the said A. B. and the said company have been unable to agree as to the amount of purchase-money and compensation to be paid by the said company to the said X. Y. for his estate and interest in the said lands and hereditaments, and as to the amount of compensation for the injury to be done by reason of the severing of the said lands and hereditaments from other lands of the said X. Y., or by otherwise injuriously affecting such other lands, by the exercise of the powers of the said Acts: AND WHEREAS the said company on the —— day of ——, 19—, being more than ten days before the date hereof, did serve on the said X. Y. a notice of their intention to issue their warrant for summoning a jury to determine the amount of such purchase-money and compensation as aforesaid: Now, therefore, the said company do by this warrant, issued under their common seal to you, the sheriff of the said county, require you to summon a [*special*] jury, in accordance with the provisions of the said Acts, for the purpose of determining by their verdict the amount of purchase-money and compensation to be paid to the said X. Y. by the said company for the purchase of his estate and interest in the said lands and hereditaments, and also the amount of compensation for the damage (if any) sustained or to be sustained by the said X. Y. by reason of the severing of the said lands and hereditaments from the other lands from the said X. Y., or otherwise injuriously affecting such other lands, by the exercise of the powers contained in the said Acts.

Given under the common seal of the —— Company this the —— day of ——, 19—. (Seal.)

[Schedule.]

36 (2)

32. NOTICE *of* DESIRE *for a* SPECIAL JURY.

To the —— Company.

WHEREAS on the —— day of —— last I, the undersigned X. Y., received from you a notice of your intention to issue your warrant to the sheriff requiring him to summon a jury for the purpose of determining by their verdict the question of the compensation to be paid by you to me: AND WHEREAS you have not issued such warrant to the sheriff: Take Notice, that I, the said X. Y., desire such compensation to be tried before a special jury.

Dated this the —— day of ——, 19—.

(Signed) X. Y.

33. NOTICE *from* SHERIFF *of* TIME *and* PLACE *for* NOMINATING *and* STRIKING SPECIAL JURY.

IN THE MATTER of the claim of X. Y. against the —— Company.

I hereby give you notice that I have appointed —— o'clock in the forenoon of the —— day of ——, 19—, at my office at ——, in the county of ——, as the time and place of nominating and striking a special jury in the above matter, and that I summon the parties or their agents to appear before me at the time and place aforesaid.

Dated this the —— day of ——, 19—.

(Signature) ——.

To the —— Company.

To X. Y.

34. NOTICE *to* ATTEND *for* REDUCING *a* SPECIAL JURY.

IN THE MATTER of the claim of X. Y. against the —— Company.

I hereby give you notice that I have appointed —— o'clock in the forenoon of the —— day of ——, at my office at ——, in the county of ——, as the time and place for the parties or their agents to appear before me to reduce the number of the special jury in the above matter.

Dated this the —— day of ——, 19—.

(Signature) ——.

To the —— Company.

To X. Y.

35. NOTICE *of* TIME *and* PLACE *of* INQUIRY *to be given by* PROMOTERS.

To X. Y., of ——.

WHEREAS on the —— day of ——, 19—, the —— Company gave you notice of their intention to cause a jury to be summoned to determine the amount of the purchase-money and compensation payable to you for your interest and estate in the lands and hereditaments mentioned therein, and also the amount of compensation (if any) payable to you for the damage sustained by you by reason of the severance of the said lands and hereditaments from other lands held therewith, or otherwise injuriously affecting such other lands: AND WHEREAS the said company on the —— day of ——, 19—, issued their warrant to the sheriff requiring him to summon a jury to determine the amount of the purchase-money and compensation aforesaid: Now, therefore, the said company hereby give you notice that the inquiry before the jury to determine the same will be held on the —— day of ——, 19—, at —— o'clock in the forenoon at ——.

(Signed) A. B.,
Secretary of the —— Company.

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36. VERDICT AND JUDGMENT.

[*Name of County*] to wit.

An inquisition, verdict, and judgment had and taken pursuant to the [*special*] Act and the Acts incorporated therewith, and pursuant to a warrant hereunto annexed, dated the —— day of ——, 19—, and issued by the —— Company under their common seal at ——, not being more than eight miles distant from the lands in question hereinafter mentioned, on the —— day of ——, 19—, before me ——, sheriff of the said county, on the oaths of [*give names of jurors*], all indifferent persons duly qualified to act as common

or jurymen in the High Court of Justice, each of whom special

before proceeding to inquire of and assess the compensation or damage in respect of which their verdict was given, severally made oath before me that he would truly inquire of and assess

such compensation or damage: And the said X. Y. in the said warrant named, and the said company having appeared before me and the jurors aforesaid, at the time and place aforesaid, by their respective counsel, solicitors, or agents: And the several persons who had been summoned as witnesses on behalf of the said X. Y. and the said company having been examined upon oath, and the said jurors having viewed and inspected the place or matter in controversy: The said jurors on their oaths aforesaid say that they do assess and give a verdict for the sum of £—— for the purchase-money of the estate and interest of the said X. Y. in the lands and hereditaments described in the said warrant hereunto annexed: And the jurors aforesaid on their oaths aforesaid say that they do assess and give a verdict for the sum of £—— by way of compensation to the said X. Y. for the damage sustained by him by reason of the severing of the lands taken from the other lands of the said X. Y., or otherwise injuriously affecting such other lands, by the exercise of the powers of the [*special*] Act, and the Acts incorporated therewith. And I, the said sheriff, do order the said sums of £—— and £—— to be paid by the said Company.

In witness whereof I, the said sheriff, have hereunto set my hand and seal. And the said jurors have hereunto set their hands and seals, the day and year first above written.

(Signed) L. M.
Sheriff of the county of ——,

} Jurors.

[N.B.—The warrant must be annexed to the above. If it is agreed that the jury shall give their verdict in one sum to include purchase-money and compensation the above form must be amended accordingly.]

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37. DEED POLL *in* DEFAULT *of* CONVEYANCE *Pursuant to Sect. 75 of the Lands Clauses Consolidation Act*, 1845.

TO ALL TO WHOM THESE PRESENTS SHALL COME.

We, the —— Company, send greeting: WHEREAS under the powers contained in the [*special*] Act and the Acts incorporated therewith the said company gave notice to X. Y., being a party interested in the lands hereinafter mentioned, that they required

to purchase and take all the lands, particulars of which are contained in the schedule hereto, for the purposes authorised by the said Act: AND WHEREAS, pursuant to the provisions of the said Acts, the sum of £—— has been settled as the amount of purchase-money and compensation due to X. Y. from the said company for his interest in the lands hereinafter mentioned: AND WHEREAS the said company have deposited the said sum of £—— in the Bank of England for and on behalf of the Supreme Court of Judicature to be placed to the credit of X. Y.'s account: AND WHEREAS the said X. Y. has failed to adduce a good title to such lands to the satisfaction of the said company: AND WHEREAS the said company have taken the lands from the said X. Y.: Now these presents witness that we, the said company, hereby declare that the said X. Y. has failed to adduce a good title to such lands to our satisfaction. And we, the said company, execute this deed poll under our common seal, to the intent that all the estate and interest in the said lands of or capable of being sold and conveyed by the said X. Y. shall vest absolutely in us, the said company, and that as against the said X. Y. and all parties on behalf of whom he is by the said Acts enabled to sell and convey, we, the said company, shall be entitled to immediate possession of the said lands.

In witness, &c.

[The Schedule.]

[N.B.—For a deed poll under sect. 77 and other sections, this form must be altered where necessary.]

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38. NOMINATION *of a* SURVEYOR *by* TWO JUSTICES *under Sect.* 59 *of the Lands Clauses Consolidation Act*, 1845.

WHEREAS the —— Company have applied under the [*special*] Act and the Acts incorporated therewith to us, the undersigned A. B. and C. D., being two of His Majesty's justices of the peace for ——, to nominate a surveyor, and have proved to our satisfaction that they are prevented, by reason of his absence from the kingdom, from treating with X. Y. as to the amount of purchase-money and compensation to be paid to him in respect of the lands and hereditaments described in the schedule hereto, and the

amount of compensation to be paid for the damage (if any) sustained by him by reason of the severing of the lands taken from his other lands, or otherwise injuriously affecting such other lands by the exercise of the powers in the said Acts contained: Now, therefore, we do hereby nominate by writing under our hands, E. F. as surveyor to determine the amount of the said purchase-money and compensation.

Given under our hands this —— day of ——, 19—.

(Signed) A. B.
C. D.

[Schedule.]

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39. APPOINTMENT *of a* SURVEYOR *by* TWO JUSTICES *under Sect.* 85 *of the Lands Clauses Consolidation Act*, 1845.

WHEREAS it has been made to appear to us, the undersigned A. B. and C. D., being two of His Majesty's justices of the peace assembled and acting together at ——, that the —— Company are empowered to purchase, under the [*special*] Act and the Acts incorporated therewith, certain lands and hereditaments, more particularly described in the schedule hereto, and in a notice to treat, dated ——: AND WHEREAS the said company are desirous of entering upon and using the said lands and hereditaments notwithstanding that no agreement has been come to or award made or verdict given for the purchase-money or compensation to be paid by them in respect of such lands and hereditaments: AND WHEREAS the said company, in pursuance of the 85th section of the Lands Clauses Consolidation Act, 1845, have applied to us to appoint a surveyor; Now, therefore, we, in pursuance of the powers vested in us, do hereby appoint E. F. to be the surveyor to determine the value of such lands and hereditaments, or the interest therein, which X. Y., mentioned in the said notice to treat, has or is enabled to sell and convey, and also the amount of damage (if any) to be sustained by the said X. Y., by reason of the severing of the lands taken from the other lands of the said X. Y., or otherwise injuriously affecting such other lands, by the exercise

of the powers contained in the [*special*] Act, or any Act incorporated therewith.

(Signed) A. B.
C. D.

[Schedule.]

---

40. NOTICE *of* INTENTION *to* APPLY *to* BOARD *of* TRADE *to* APPOINT *a* SURVEYOR *under Sect.* 36 *of the Railway Companies Act,* 1867.

To X. Y.

WHEREAS by a notice in writing under the hand of the secretary of the —— Railway Company, dated the —— day of ——, and served upon you on the —— day of ——, the said company gave you notice that they required to purchase and take, under the powers of the [*special*] Act and the Acts incorporated therewith, certain lands and hereditaments [*insert description*]: AND WHEREAS no agreement has been come to or award made, or verdict given for the purchase-money or compensation to be paid by the said company in respect of your interest in the said lands and hereditaments: AND WHEREAS the said company are desirous of entering upon and using the said lands and hereditaments for the purposes of their undertaking, under the powers conferred upon them by the Lands Clauses Consolidation Act, 1845: Now, we, the said company, hereby give you notice that we intend, on the —— day of ——, being not less than seven days after the service of this notice, to apply, under sect. 36 of the Railway Companies Act, 1867, to the Board of Trade, for the appointment of a surveyor to determine the value of the interest claimed by you, or which you are under the said Acts enabled to sell, in the said lands and hereditaments, and the amount of compensation for all damage and injury to be sustained by you by reason of the exercise of the powers conferred by the 85th section of the Lands Clauses Consolidation Act, 1845, as far as such damage and injury are capable of estimation.

Dated this the —— day of ——, 19—.

(Signed) ——,
Secretary of the Company.

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41. APPOINTMENT *of* SURVEYOR *by* BOARD *of* TRADE, *under Sect.* 36 *of the Railway Companies Act,* 1867.

WHEREAS it has been made to appear to the Board of Trade that the —— Company are empowered to purchase certain lands and hereditaments, more particularly described in a notice to treat dated the —— day of —— (a copy of which is annexed hereto), and that the said company are desirous of entering upon and using the said lands and hereditaments, notwithstanding that no agreement has been come to or award made or verdict given for the purchase-money or compensation to be paid by them in respect of the said lands: AND WHEREAS the said company, in pursuance of the 36th section of the Railway Companies Act, 1867, have applied to the Board of Trade to appoint a surveyor to make the valuation prescribed by the 85th section of the Lands Clauses Consolidation Act, 1845, in respect of the said lands: Now, therefore, the Board of Trade, in pursuance of the powers vested in them, do hereby nominate and appoint E. F., of ——, to be the surveyor to determine the value of the said lands hereinbefore described or the interest therein which the said X. Y. is entitled to sell and convey, including the amount of compensation for all damage and injury (if any) to be sustained by reason of the exercise of the powers conferred by the said 85th section as far as such damage and injury are capable of estimation, and do require and direct the said E. F. to proceed in respect of such valuation in the manner prescribed in the 59th, 60th, 61st, 62nd and 63rd sections of the Lands Clauses Consolidation Act, 1845.

Signed by order of the Board of Trade, this —— day of ——, 19—.

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42. BOND *entered into with* SURETIES *under Sect.* 85 *of the Lands Clauses Consolidation Act,* 1845.

Obligation. KNOW ALL MEN BY THESE PRESENTS that we, the —— Company, and A. B., of ——, and C. D., of ——, being sureties duly approved in accordance with the provisions of sect. 85 of the Lands Clauses Consolidation Act, 1845, are jointly and severally held and firmly bound to X. Y., of ——, in the sum of £—— to be paid to the said X. Y., or his attorney, executors, administrators or assigns, for which payment to be well and truly made, we, the said

company, bind ourselves and our successors, and we, the said A. B. and C. D., bind ourselves and each of us, and the heirs, executors, and administrators of ourselves and each of us, respectively by these presents.

Sealed with the common seal of us, the said company, and with the respective seals of us, the said A. B. and C. D.

Dated this —— day of ——, 19—.

Recitals. WHEREAS the said company, in pursuance of the powers of the [*special*] Act and the Acts incorporated therewith, on the —— day of —— gave notice to the said X. Y. that they required to purchase and take certain lands and hereditaments, more particularly described in the schedule hereto: AND WHEREAS no agreement has been come to or award or verdict given for the purchase-money or compensation to be paid to the said X. Y. in respect of his estate and interest in the said lands and hereditaments: AND WHEREAS the said company are desirous of entering upon and using the said lands and hereditaments before the purchase-money or compensation payable by them has been agreed upon or settled, but the said X. Y. refuses to consent thereto: AND WHEREAS a surveyor duly appointed by two justices under section 85 of the Lands Clauses Consolidation Act, 1845, has determined the amount of purchase-money or compensation to be paid to the said X. Y. in respect of the estate and interest which he claims to be enabled to sell under the said Acts at the sum of £——: AND WHEREAS, in compliance with the said Acts and sect. 85 of the Lands Clauses Consolidation Act, 1845, the said company have deposited in the Bank of England by way of security the said sum of £—— in the name and with the privity of the Paymaster-General, to be placed to his account there for and on behalf of the Supreme Court of Judicature in England to the credit of the said X. Y.: Now, therefore, the condition of the above-written bond is such that if the said company shall pay to the said X. Y. or deposit in the Bank of England for the benefit of the parties interested in the said lands and hereditaments, under the provisions contained in the Lands Clauses Consolidation Act, 1845, all such purchase-money or compensation as may in manner in the said Act provided be determined, to be payable by the said company in respect of the said lands and hereditaments, together with interest thereon at the rate of £5 per cent. per annum from the time of entering on the said lands and hereditaments until such purchase-money or

Condition.

compensation shall be paid to the said X. Y. or deposited in the Bank of England for the benefit of the parties interested in the said lands and hereditaments under the provisions contained in the Lands Clauses Consolidation Act, 1845, then the above-written bond shall be void, otherwise the same to remain in full force.

Sealed with the common seal of the —— Company, and by the said A. B. and C. D., in the presence of ——.

[Schedule.]

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43. DECLARATION *of* IMPARTIALITY *by a* SURVEYOR *under Sect.* 59 *or Sect.* 85 *of the Lands Clauses Consolidation Act,* 1845.

I, ——, of ——, surveyor, do solemnly and sincerely declare that I will faithfully, impartially, and honestly, according to the best of my skill and ability, execute the duty of making the valuation hereby referred to me.

Made and subscribed in the presence of ——, Justice of the Peace.

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44. VALUATION *by a* SURVEYOR APPOINTED *under the Lands Clauses Consolidation Act,* 1845.

I, the undersigned, ——, being the surveyor named in the annexed nomination to determine the value of the lands in the said nomination mentioned, and having made my valuation concerning the same, and having, previously to entering upon the duty of making such valuation, subscribed the declaration of impartiality annexed hereto, do hereby determine the value of the said lands at the sum of £——.

Dated this the —— day of ——, 19—.

Witness ——. (Signed) ——.

Annex: (1) Nomination of Surveyor; (2) Declaration of Impartiality; (3) Declaration of Correctness.

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45. DECLARATION *of* CORRECTNESS *of* VALUATION *by a* SURVEYOR APPOINTED *under Sect.* 59 *or Sect.* 85 *of the Lands Clauses Consolidation Act*, 1845.

I, the above-named ——, do hereby declare the foregoing valuation to be correct, and that it includes compensation for all damage and injury to be sustained by reason of the exercise of the powers conferred by sect. 85 of the Lands Clauses Consolidation Act, 1845, as far as such damage and injury are capable of estimation.

Witness ——. (Signed) ——.

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46. NOTICE *to* PROMOTERS *to* APPORTION RENT *under Sect.* 119 *of the Lands Clauses Consolidation Act*, 1845.

To the —— Company.

WHEREAS certain lands [*insert parcels as in lease*] by an indenture dated the —— day of ——, 19—, were demised to me, the undersigned X. Y., for a term of twenty-one years from the —— day of ——, 19—, whereof nine years are still unexpired, at the rent of £—— per annum, which lands are more particularly delineated on the plan annexed hereto, and coloured blue and red: AND WHEREAS the —— Company under the [*special*] Act and the Acts incorporated therewith did on the —— day of —— serve upon me a notice to treat for so much only of the said lands as are coloured red on the plan annexed hereto: Now, therefore, I hereby give notice to the said company that I require the rent payable in respect of the said lands to be apportioned in accordance with the provisions of the said Acts.

Dated this the —— day of ——, 19—.

(Signed) X. Y.

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47. SUMMONS *to* APPORTION RENT.

To the —— Company and C. D. (lessor).

WHEREAS information has this day been laid before me, one of His Majesty's justices of the peace for the county of ——, by X. Y. that the —— Company have, in pursuance of the [*special*] Act and the Acts incorporated therewith, served upon him a notice to treat in respect of part only of certain lands [*insert parcels as in lease*], comprised in an indenture of lease dated the —— day

of ——, 19—, and made between C. D. of the one part and the said A. B. of the other part, for the term of —— years from the —— day of ——, 19—, whereof about nine years are still unexpired, at the rent of £—— per annum: AND WHEREAS no agreement has been made as to the apportionment of rent between the lands comprised in the said notice and the residue of the lands included in the said lease: These are, therefore, to command you and each of you in His Majesty's name, to be and appear on the —— day of ——, at —— o'clock in the forenoon, at ——, before such two of His Majesty's justices of the peace as may then be sitting for the purpose of determining such apportionment in accordance with the provisions of the said Acts, and to give you and each of you notice that if you do not appear such apportionment will be made in your absence.

Given under my hand and seal this —— day of ——, 19—.

(Signed) —— (L.S.)

Justice of the Peace for the County of ——.

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48. APPORTIONMENT *of* RENT *by* TWO JUSTICES.

AT the petty sessions of ——, for the county of ——, holden at ——, on the —— day of ——, 19—. WHEREAS certain lands [*insert parcels from lease*] are comprised in a lease dated the —— day of ——, 19—, made between X. Y., the lessee, of the one part, and C. D., the lessor, of the other part, whereof nine years are still unexpired, at the rent of £—— per annum, which lands are more particularly delineated on the plan annexed hereto and thereon coloured blue and red: AND WHEREAS the —— Company, under their [*special*] Act and the Acts incorporated therewith, have served a notice to treat upon the said X. Y. in respect of so much only of the said lands as are coloured red on the annexed plan: AND WHEREAS it is necessary that an apportionment should be made of the said rent of £—— between the part of the lands required to be purchased by the said company and the residue of such lands, and no agreement has been made: Now, therefore, we, the undersigned, being two of His Majesty's justices of the peace for the county of ——, assembled and acting together at ——, do hereby apportion the said yearly rent of £—— as follows,

namely, the sum of £—— shall be the yearly rent payable for that part of the said lands which are required by the said company, and the sum of £—— shall be the yearly rent for the residue of the said lands comprised in the said indenture of lease.

Given under our hands and seals this —— day of ——, 19—.

(Signed) E. F. (L. S.),
J. H. (L. S.),

Justices of the Peace for the County of ——.

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49. NOTICE *to a* PERSON *having no* GREATER INTEREST *in* LANDS *than as* TENANT *for a* YEAR *or from* YEAR *to* YEAR.

To X. Y.

TAKE NOTICE, that the —— Company, in pursuance of their powers under the [*special*] Act and the Acts incorporated therewith, require you to give up possession of the lands occupied by you, and more particularly described in the schedule hereto and coloured red on the annexed plan, on the —— day of —— next, before the expiration of your term or interest therein. AND FURTHER TAKE NOTICE, that you are entitled to compensation for the value of your unexpired term or interest in such lands, and for any just allowance which ought to be made to you by an incoming tenant, and for any loss or injury you may sustain, and for the damage (if any) done to you in your tenancy by severing the lands held by you, or otherwise injuriously affecting the same, and to have the amount of such compensation determined by two justices if no agreement is come to between you and the said company in reference to the same.

Dated this the —— day of ——, 19—.

(Signed) A. B.,
Secretary to the —— Company.

[Schedule of Lands and Plan.]

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50. SUMMONS *to* APPEAR *before* TWO JUSTICES *for* ASSESSMENT *of* COMPENSATION PAYABLE *to a* YEARLY TENANT.

WHEREAS information has this day been laid before me, one of His Majesty's justices of the peace for the county of ——, by X. Y., that you, the —— Company, did on the —— day of —— serve a notice upon him requiring him to give up possession of certain lands and hereditaments [*insert description from schedule in notice*] and occupied by him as a yearly tenant, and that no agreement has been made as to the amount of compensation payable to him for the value of his unexpired term or interest in the said lands and hereditaments, and for any just allowance which ought to be made to him by an incoming tenant, and for any loss or injury he may sustain: You are therefore summoned, in His Majesty's name, to be and appear on the —— day of ——, at —— o'clock in the forenoon, at ——, before such two of His Majesty's justices of the peace as may then be there, in order that the amount of the said compensation may then and there be determined.

Given under my hand and seal this —— day of ——.

(Signed) L. M.,

Justice of the Peace for the County of ——.

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51. NOTICE *to* PRODUCE LEASE *under Sect.* 122 *of the Lands Clauses Consolidation Act*, 1845.

To X. Y.

WHEREAS you claim compensation in respect of an unexpired term under a lease in the lands comprised in a notice to treat served upon you by the —— Company on the —— day of ——, 19—: TAKE NOTICE, that the —— Company require you to produce the said lease or the best evidence thereof in your power; AND FURTHER TAKE NOTICE, that if, after receiving this demand made in writing by the —— Company, you do not produce the said lease or the best evidence thereof in your power within twenty-one days, you will be considered as a tenant holding only from year to year, and be entitled to compensation accordingly,

in accordance with the provisions of sect. 122 of the Lands Clauses Consolidation Act, 1845.

Dated this the —— day of ——.

(Signed) ——,
Solicitor to the Company.

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52. NOTICE *of* TRIAL *and to* PRODUCE.

IN pursuance of the provisions of the [*special*] Act and the Acts incorporated therewith, notice is hereby given to you that a special jury, to be summoned, impanelled and returned according to the provisions of the said Act, will come before the sheriff of the county of ——, at a Court to be holden at —— on the —— day of ——, 19—, at half-past ten of the clock in the forenoon, for the purpose of inquiring, assessing, and giving a verdict for the purchase-money and compensation to be paid for and in respect of certain premises known as ——, in the parish of ——, in the county of ——, and numbered —— in the plan and book of reference deposited with the clerk of the peace for the county of ——, which premises are more particularly described in the notice to treat given to you by the —— Company and bearing date the —— day of ——, 19—, at which time and place aforesaid, you are required to attend and produce all and every of your grants, leases, agreements for leases, valuations, receipts for rent, accounts of rents received, receipts for rates and taxes, bankers' pass-books, book of daily takings, day-books, ledgers, vouchers, and all other evidence, papers and writings whatsoever relating to the said lands and hereditaments, the subject of your claim, and to the trade carried on on such premises, together with all letters and copies of letters (except such as have been written without prejudice) relating to the matters aforesaid, and particularly [*here fill in anything specially required*].

Dated this the —— day of ——, 19—.

(Signed) ——,
Solicitor to the said Company.

53. NOTICE *to* ADMIT.

TAKE NOTICE, that X. Y. proposes to adduce in evidence at the inquiry which has been appointed to be held on the —— day of —— at —— the documents hereunder specified, and that the same may be inspected by the —— Company, their solicitor or agent, at ——, on ——, between the hours of ——, and the —— Company are hereby required, within —— hours from the last-mentioned hour, to admit that such of the said documents as are specified to be originals were respectively written, signed, or executed as they purport respectively to have been; that such as are specified as copies are true copies, and that such documents as are stated to have been served, sent, or delivered were so served, sent, or delivered respectively, saving all just exceptions to the admissibility of all such documents in evidence.

Dated this the —— day of ——, 19—.

(Signed) ——,
Solicitor to X. Y.

To ——,
Solicitor for the —— Company.

ORIGINALS.

Description of Document.	Dates.

COPIES.

Description of document.	Dates.	Original or duplicate served, sent, or delivered, when, how, and by whom.

54. OFFER *of the* RIGHT *of* PRE-EMPTION *of* SUPERFLUOUS LAND *to* OWNER *from whom they were* TAKEN, *under Sect.* 128 *of the Lands Clauses Consolidation Act*, 1845.

To X. Y.

WHEREAS the —— Company acquired the lands and hereditaments mentioned in the schedule hereto under the [*special*] Act and the Acts incorporated therewith, and do not require the same for the purposes thereof: Now, therefore, the said company hereby offer to sell the same to you as the person entitled to the lands from which the same were originally severed, and hereby give you notice that unless within six weeks from the receipt hereof you signify to the said company your desire to purchase the same, the right of pre-emption hereby offered to you will cease and determine.

Dated this the —— day of ——, 19—.

(Signed) A. B.,
Secretary to the —— Company.

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55. TITLES *to* ORIGINATING SUMMONSES *or* PETITIONS *under the Lands Clauses Consolidation Acts*, 1845, 1860, *and* 1869.

I.

19—, W., No. —.

IN THE MATTER of the Estate of G. W., deceased.

Ex parte the —— Railway Company.

In the Matter of the —— Railway Act, 19—, the vendors, John Smith and Robert Stiles, trustees of the estate of G. W., deceased, vendors without power of sale.

And in the Matter of the Lands Clauses Acts, 1845, 1860, and 1869 (*as the case may be*).

II.

19—, J., No. —.

IN THE MATTER of the Trusts of the Settlement made on the Marriage of John Jarvis and Sarah his wife.

Ex parte the Metropolitan Board of Works.

In the Matter of the Metropolitan Street Improvement Act, 1883, the vendors, John Smith and Robert Jones, trustees of

the settlement of John Jarvis and Sarah his wife, without power of sale.

And in the Matter of the Lands Clauses Consolidation Acts, 1845, 1860, and 1869.

III.

19—, T., No. —.

IN THE MATTER of the Estate of William Thomas, an infant.

Ex parte the Metropolitan Board of Works.

In the Matter of the Metropolitan Street Improvement Act, 1883, the vendor, William Thomas, an infant.

And in the Matter of the Lands Clauses Consolidation Acts, 1845, 1860, and 1869.

IV.

19—, W., No. —.

Ex parte the Rector of Woolwich, in the County of Kent.

Ex parte the South Eastern Railway Company.

In the Matter of the South Eastern Railway Act (Additional Powers), 1882, the vendor, the Rector of Woolwich, without power of sale.

And in the Matter of the Lands Clauses Consolidation Acts, 1845, 1860, and 1869.

[*Note.*—If the land taken belongs to a rector, vicar, or other corporate body, the summons must be entitled *Ex parte* the Rector, Vicar, or corporate body, as the case may be, and In the Matter of the Act or Acts.]

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56. SPECIMENS *of* VALUATIONS *for the* PURPOSE *of* ASSESSING COMPENSATION.

1. *Valuation of Trade Premises held on a 99 years' lease, of which 95 years remain unexpired, at a ground rent of £62 10s. 0d.*

	£	s.	d.	£	s.	d.
Rental value				220	0	0
Deduct—						
Ground rent	62	10	0			
Insurance, say	1	10	0			
Repairs, 10 per cent.	22	0	0			
				86	0	0
Leaving a profit rental of .....,				134	0	0

	£	s.	d.
Brought forward	134	0	0
This capitalised for an unexpired term of 95 years at 6 per cent. gives years' purchase			16·6
	2,224	0	0
Add 10 per cent. for forced sale	222	8	0
	2,446	8	0
Disturbance of trade, 1 year's profits (less profit rental)	1,610	0	0
Furniture, fixtures, &c.	435	0	0
Damage to machinery and plant	500	0	0
Loss by removal of stock	250	0	0
Total compensation	£5,241	8	0

2. *Valuation of Trade Premises held under a lease with 7½ years unexpired.*

	£	£
Annual rental value		650
Rent payable under lease		500
Profit rental		150
Capitalised on the 6 per cent. table for the unexpired term of 7½ years = years' purchase 5·90, say		6
		900
Add 10 per cent. for compulsory sale		90
		990
Add for fixtures		50
Add two years' nett profits as compensation for disturbance—		
Average annual profit	1,172	
Less profit rental	150	
Twice	1,022	2,044
Total compensation		£3,084

3. *Valuation of a Lessee's Interest in Land held on a lease which had 75 years to run, and upon which the lessee was about to erect shops and houses, the plans of which had already been prepared.*

Estimated rents—	£	£
Corner shop	180	
Small shop	85	
Three shops at £95	285	
Large house	80	
Six smaller houses at £40	240	
	870	
Less ground rent	35	
Balance rent		835
Held for 75 years, on 6 per cent. tables = years' purchase		16½
		13,777
Deduct—		
Prime cost of building four shops	£3,200	
Prime cost of altering corner shop	250	
Prime cost of making up road and altering large house	150	
Prime cost of building six houses	3,000	
Interest on £6,600 for one year at 5 per cent.	330	
Surveyor's and other fees and charges	250	
		7,180
		6,597
Add 10 per cent. for forced sale		659
Total compensation		£7,256

4. *Valuation of Premises which have depreciated in value.*

The premises were held under a lease for 40 years, at a rent of a peppercorn for the first year, £120 for the next three years, and £150 a year for the remainder of the term.

	£	£
Rental value	80	
Therefore no beneficial value in lease.		
Consideration for assigning lease and for outlay on premises		100
Fixtures and fittings		35
Total compensation		£135

5. *Valuation of a Piece of Freehold Land on the bank of a river but for which there was no demand.*

The area was 1,200 feet super.	£
Ground rent value at 4*d.* per ft., or per annum ...	20
Freehold, capitalised at, years' purchase	20
Giving a ground rental value of	400
For compulsory sale, 10 per cent.	40
Total compensation	£440

N.B.—If the land had had no river facilities the value would have been 2*d.* per ft. or £10 per annum (ground rent).

6. *Valuation of Freehold Land in the East End of London, taken for the purpose of a School Board. The land taken is out of the middle of an estate, and there is in consequence a claim for damage for injurious affection of the residue.*

	£	
39,095 ft. super. at 7*d.* per ft.—ground rent ...	1,140	
$28\frac{1}{2}$ years' purchase ($3\frac{1}{2}$ per cent. when secured)	28·57	
		32,570
Add 10 per cent. for compulsory sale		3,257
		35,827
Injurious affection to the residue of the property		5,000
Total compensation		£40,827

7. *Valuation of Freehold Land as a Clear Site with an Alternative Valuation on the basis of the owner building shops on the site.*

	£
Frontage 41 ft. at 25*s.* per ft., ground rent	52
Years' purchase	28
	1,456
Deduct one year peppercorn	52
	1,404
Add 10 per cent.	140
Total valuation	£1,544

ALTERNATIVE VALUATION.

	£
Two shops, rental value £95 each	190
Capitalised on 5 per cent. tables = years' purchase	20
	3,800
Deduct total cost of building	2,250
Total compensation	£1,550

8. *Valuation of Agricultural Land near the seashore, taken by a railway company for the purpose of constructing a railway to connect two fashionable watering places.*

	£
Section 1.—$3\frac{1}{4}$ acres at £300 per acre	1,050
The adjacent land ($41\frac{2}{3}$ acres) depreciated 20 per cent., or £60 an acre, by the coming of the railway	2,500
Section 2.—$3\frac{1}{4}$ acres at £600 per acre	1,950
Depreciation of adjoining 7 acres, 50 per cent.	2,500
Total for land taken	8,000

	£
Brought forward	8,000
Add 10 per cent.	800
	8,800
Compensation for timber	50
Total compensation	£8,850

9. *Valuation of Three Freehold Houses let to Weekly Tenants. The total area covered by the three houses was* 1,457 *ft. super.*

	£	*s.*	*d.*	£	*s.*	*d.*
1,457 ft. super. at 1*s.* per ft. ground rent per annum				72	17	0
Value, years' purchase						25
Total				1,821	0	0
The rents are in respect of—	£	*s.*	*d.*			
No. 1—19*s.* 9*d.* per week = per annum	51	7	0			
No. 2.—19*s.* 3*d.* per week = per annum	50	1	0			
No. 3.—19*s.* 3*d.* per week = per annum	50	1	0			
	151	9	0			
Deduct, to cover rates and taxes, repairs, insurance, losses, &c., 33⅓ per cent. per annum	50	9	0			
	101	0	0			
Deduct yearly ground value ...	72	17	0			
	28	3	0			
Value, years' purchase			10			
				281	10	0
Total compensation				£2,102	10	0

10. *Valuation of Premises upon which the business of a provision dealer was carried on. The premises consisted of three adjoining houses, held under different leases and for different periods.*

A. Held on lease with 9 years unexpired at a rental of £140 per annum.

	£	£
Rental value worth	200	
Held at	140	
Net profit rental		60
For 9 years on 6 per cent. table is worth 6·8 years' purchase		6·8
		408

B. Held for a similar term at a rental of £75 per annum for 2 years, and £80 per annum thereafter.

Rental value		£90	
Held at		75	
Net profit rental		15	
For 2 years on 6 per cent. table		1·83	
			27
Rental value	£90		
Rent after 2 years	80		
Net profit rental	10		
At 6 per cent. 9 years = 6·80 y. p.			
2 years = 1·83 y. p.			
4·97 say, 5 y. p.			50
			485
Add 10 per cent.			48
			533

	£
Brought forward	533
C. Yearly tenancy at £52.	
One year's rental	52
	585
Disturbance and loss of trade, 2 years' purchase of net profits (less profit rental)	2,000
Loss on forced sale of stock, 25 per cent.	250
Fixtures as per valuation	75
Loss on utensils and removal of furniture	100
Total compensation	£3,010

11. *Valuation of the Premises of a Well-known Maker of Billiard Tables, taken for a Street Improvement, the premises being held on a lease having* 13 *years unexpired.*

	£	*s.*	*d.*
Estimated rental value on lease, per annum	530	0	0
Rent payable under lease	245	0	0
Estimated profit rental, per annum	285	0	0
For 13 years unexpired, to pay 6 per cent. = years' purchase			8·853
Making the total value of the leases ..	2,523	2	0
Add 10 per cent. for compulsory purchase	252	6	0
	2,775	8	0
Add, for fixtures, as valued	574	0	0
Add, for cost of removal	200	0	0
Business, very well known, can be removed, without much loss to trade. This would be well covered by one year's			

		£	s.	d.
Brought forward		3,549	8	0
profits, calculated on the average net profit of the last three years	£3,823			
From which must be deducted the estimated improved annual rental	285			
		3,538	0	0
Total compensation		£7,087	8	0

12. *Valuation of a Pawnbroker's Shop taken for a Street Improvement, where the premises were held under a lease for 25 years, of which $22\frac{1}{4}$ remained unexpired.*

	£
Rental value, per annum	450
Rent paid under lease	400
Profit rental	50
For $22\frac{1}{4}$ years on 6 per cent. table = years' purchase	12·1
	605
Add 10 per cent. for compulsory sale	60
	665
Fixtures as valued	490
	1,155

Loss on Stock—

Sale stock, valued at £10,000. Loss on this, say 10 per cent. to include cost of removal	1,000
Pledge stock—no loss on sale, but cost of removal, say	100

		£
Brought forward		2,255
Compensation for disturbance, one year's profit, average annual profit for the last three years	£3,547	
From which deduct profit rental	50	
	say,	3,500
Total compensation		£5,755

13. *Valuation of a Theatre held on a* 21 *years' lease at* £6,000 *a year, of which* $18\frac{1}{2}$ *remain unexpired.*

	£	*s.*	*d.*	£	*s.*	*d.*
Average rental (including rent of bars, &c.), obtained by the claimant for $2\frac{1}{2}$ years				7,889	9	10
Deduct annual disbursements—						
Rental	6,000	0	0			
Insurance premium	157	10	0			
Repairs, including external painting every third year, internal painting every seventh year, gilding, upholstering, &c. ..	300	0	0			
				6,457	10	0
Giving an average annual profit of, say ..				£1,442	0	0
Having regard to the possibility of the authorities requiring an outlay of a large sum upon the theatre, and having regard to the theatre being without a tenant for part of the year, the value of the claimant's interest is equal to four years' purchase of their profits, viz. ...				£5,768	0	0

14. *Valuation of Premises used partly for business and partly for residential purposes.*

Basement, ground floor, first floor and second floor were used for

business purposes, and the third and fourth floors for residential purposes. The whole premises were held under a lease for 21 years, having about 8 years unexpired. The claimant also held a warehouse in another building on a tenancy having about $3\frac{1}{2}$ years unexpired. This warehouse was used in connection with the business carried on at the premises taken. The business done was obtained mainly by a large expenditure on advertisements.

	£	£
Rental value of third and fourth floors ...	87	
Rental value of remainder of premises	352	
		439
Less rent under lease		285
Profit rental		154
Capitalised on the 6 per cent. table = years' purchase		6·25
		962
Ten per cent. for compulsory sale		96
		1,058
For furniture, fixtures, &c.		600
For trouble and loss caused by temporary disturbance of business by removal, one year's nett profits less profit rental		1,516
To part of last year's expenditure on advertising rendered unproductive by removal		500
For loss of rent on the unexpired term of the tenancy of the warehouse held with the premises		612
Cost of removal of stock		250
[The stock could be sold equally well anywhere.]		
Cost of removal of the furniture from the residential floors		25
Total compensation		£4,561

15. *Valuation of a Wharf (freehold) held by executors in whose hands the property would pass at the death of the tenant for life. The latter paid them* £10 *a year rent during his lifetime.*

The executors would thus be entitled to compensation under three heads:

	£
A. The value of the £10 a year that they would receive during the lifetime of the tenant for life. As it is well secured, it should be capitalised on the 4 per cent. tables.	
If the tenant for life is 47, his expectancy of life is 22 years, £10 at 4 per cent. for 22 years = 14·45, or say 14½ years' purchase ...	145
B. The freehold property is worth £1,870. The reversion to this sum in 22 years on the 5 per cent. tables is worth 34 per cent., or ..	635
	780
Add 10 per cent.	78
	858
C. Damage by severance to the remainder of the estate	150
Total compensation	£1,008

16. *Valuation of Front Portion of a proposed Building taken under the Metropolitan Paving Act,* 1817, *from a lessee (under a building agreement) for the purpose of widening a street.*

Total land to be covered by building = 10,810 ft. super.
Held for 80 years at £6,000 per ann. = 11*s.* 1*d.* per ft.
Land to be taken ..... = 1,335 ft.

Carpet areas—	£
Three shops with basement—Loss of carpet area of 330 ft. super at 30*s.* a foot	495

			£
Brought forward			495
Corner ground floor with basement—Loss of carpet area of 256 ft. super. at 35*s.* a foot ...			448
Loss of basement under shops and entrance hall, 145 ft. super. at 5*s.*			36
Loss of basement under entrance hall, 144 ft. super. at 2*s.*			14
			993
First floor—Loss of carpet area 712 ft. at 10*s.*			356
Second floor—Ditto	ditto	9*s.*	320
Third floor—Ditto	ditto	7*s.* 6*d.*	267
Fourth floor—Ditto	ditto	6*s.*	213
Fifth floor—Ditto	ditto	4*s.*	142
Total loss of rent			2,291

Deduct—	£	
For rates, voids, &c., 25 per cent.	572	
Lift, per annum	100	
Ground rent, 1,335 ft. at 11*s.*	734	
		1,406
		885
This on 5 per cent. tables is worth, years' purchase		19·59
		17,337

Allow—	£	
Saving in building	1,110	
Time for building and letting, say 2 years	1,770	
		2,880
		14,457
Add 10 per cent.		1,445
Total compensation		£15,902

17. *A Valuation similar to the preceding.*

Total amount of land, 2,850 ft. super.
Held on a lease for 36 years at £12 per annum.
Land to be taken = 220 ft. super.

Carpet areas—			£
Ground floor—Loss of carpet area 108 ft. super.			
Basement—Loss of carpet area 147 ft. super. at 20*s.* on ground floor			108
First floor—Loss of carpet area 148 ft. at		7*s.* 6*d.*	55
Second floor—Ditto	ditto	6*s.* 6*d.*	48
Third floor—Ditto	ditto	5*s.* 0*d.*	37
Fourth floor—Ditto	ditto	3*s.* 6*d.*	25
Fifth floor—Ditto	ditto	2*s.* 6*d.*	18
Total loss of rent			291

Deduct—	£	
For rates, voids, &c., 25 per cent.	73	
Lift	25	
	—	98
Net loss of rent		193
This, for 36 years on the 5 per cent. tables is worth years' purchase		16·54
		3,192

Deduct—	£	
Saving in building	175	
Time for building and letting, say 2 years	386	
	—	561
		2,631
Add 10 per cent.		263
Total compensation		£2,894

18. *Valuation of Land taken by a Gas and Water Company, and of the Consequential Damage to the remainder of the estate.*

	£	s.	d.	£	s.	d.
Two and a half acres of land, estimated worth £500 per acre, £1,250; deferred 5 years on the 5 per cent. tables, years' purchase ·784	978	15	0			
Add, rent of half an acre, at £5 an acre till March, 1906 (4 years)	10	0	0			
	988	15	0			
Add 10 per cent.	98	15	0			
				1,087	10	0
Consequential damage and injurious affection: 1½ acres at £750 per acre, £1,125; deferred 5 years on the 5 per cent. tables, years' purchase ·784, £880; depreciated 25 per cent.	220	0	0			
Two houses let at £40 each per annum, £80; deduct for repairs, insurance, &c., 10 per cent, leaving £72; depreciated 25 per cent., £18; capitalised on the 5 per cent. tables, years' purchase, 20	360	0	0			
2 r. 20 p., worth £500 per acre, or £312 10*s.*; deferred 5 years on the 5 per cent. tables, years'						

	£	s.	d.	£	s.	d.
Brought forward ...	580	0	0	1,087	10	0
purchase ·784, £244 13*s.* 9*d.*; depreciated 50 per cent.	122	0	0			
3½ acres at £400 per acre, £1,400; deferred 7 years on the 5 per cent. tables, years' purchase ·711, £994; depreciated 20 per cent.	200	0	0			
General depreciation of remainder of estate, 47 acres at £10 an acre, equals	470	0	0			
				1,372	0	0
Total compensation				£2,459	10	0

19. *Valuation of Water Rights taken under a Special Act by a Corporation from a Landowner.*

	£	s.	d.	£	s.	d.
Average daily supply, 240,000 gallons, of which one-seventh was reserved to the landowner under the Special Act = 205,000 gallons at 1*d.* per 1,000 gallons per annum	311	15	0			
At years' purchase			25			
				7,793	15	0
Land—1 r. 16 p., and timber				35	0	0
Easement—56 chains at 50*s.* per chain				140	0	0
				7,968	15	0
Add 10 per cent. for compulsory sale ...				796	16	0
				8,765	11	0

	£	s.	d.	£	s.	d.
Brought forward				8,765	11	0
Consequential damage and damage for injuriously affecting—						
Mill, rendered valueless by reason of abstraction of water, annual value	35	10	0			
At years' purchase			$33\frac{1}{3}$			
				1,183	6	8
10 acres, water meadow, depreciation in letting value by reason of not being able to irrigate, at 40*s.* per acre, equals	20	0	0			
137 acres, depreciation in letting value by reason of running stream affecting the whole farm, at 3*s.* per acre, per annum, equals	47	19	0			
Depreciation in letting value by right of perambulation over 45 acres, at 2*s.* 6*d.* per acre, equals	5	12	6			
	73	11	6			
At years' purchase			$33\frac{1}{3}$			
				2,452	10	0
Total compensation				£12,401	7	8

[Add for any other loss, such as loss of shooting rights.]

20. *Valuation of Public-house (tied) in one of the principal thoroughfares.*

TENANT'S LEASEHOLD CLAIM.

Lease about 18 years at a rent of £210 per annum.

RENTAL VALUE.

	£	s.	d.
Estimated rental value per annum	310	0	0
Deduct rent payable	210	0	0
Profit rent	100	0	0
18 years' lease on 5 per cent. table			$11\frac{3}{4}$ y.p.
	1,175	0	0
10 per cent. compulsory sale	117	10	0
	£1,292	10	0

GOODWILL IN TRADE.

	£	s.	d.
Average net profits after deducting a profit rent per annum	1,488	4	7
			5 y. p.
	£7,441	2	11

SUMMARY.

	£	s.	d.
Rental value	1,292	10	0
Goodwill in trade	7,441	2	11
Total compensation	£8,733	12	11

21. *Valuation of a Public-house (free lease) in one of the finest thoroughfares in London.*

Tenant's free lease, about 65 years at a rent of £275 per annum.

RENTAL VALUE.

Building.

63,500 cub. ft. at 1*s.* 6*d.* per ft. 1*s.* 6*d.*

£4,762 10 0

Land.

1,090 sq. ft. at 6*s.* per ft. 6*s.*

£327 0 0

	£	*s.*	*d.*
5 per cent. on building	238	2	6
Land	327	0	0
Rental value	565	2	6
Less rent payable	275	0	0
Profit rental	290	2	6
65 years on 4 per cent. table, y. p.			23
	6,672	17	6
10 per cent. compulsory sale	667	5	9
	£7,340	3	3

GOODWILL IN TRADE.

	£	*s.*	*d.*
Average net profits per annum for 3 years after deducting rental value	1,698	8	4
		12 y.p.	
	£20,381	0	0

SUMMARY.

	£	*s.*	*d.*
Rental value	7,340	3	3
Goodwill	20,381	0	0
Total compensation	£27,721	3	3

22. *Valuation of Brewer's Leasehold Claim.*

Present value of reversionary lease of about 7 years deferred for 33 years. Rent of £300 per annum.

GOODWILL IN TRADE.

Net Profits.				£	*s.*	*d.*
£	*s.*	*d.*	Average net profits per ann.	1,433	0	0
1899—1,846	13	4	Years' purchase			3
1900—1,377	2	11				
1901—1,075	6	7		£4,299	0	0
3)4,299	2	10	Deferred for 33 years on 5 per cent. table. [Present value of £1. = 4*s.*]	£859	16	0
£1,433	0	11				

TIE OF TRADE.

Barrels.			£	*s.*	*d.*
1899—1,108	Average number of barrels per annum	902 at 10*s.* each.			
1900— 878		10*s.*			
1901— 721			£451	0	0
3)2,707			8 y. p.		
902			£3,608	0	0

SUMMARY.

	£	*s.*	*d.*
Goodwill in trade	859	16	0
Tie of trade	3,608	0	0
Total compensation	£4,467	16	0

23. *Valuation of a Public-house where mortgagees are in possession.*

Lease about $55\frac{1}{4}$ years to run at a rack rent of £200 per annum, also a farm rent of £2 7*s.* 6*d.* per annum.

GOODWILL IN TRADE.

	£	s.	d.
Estimated takings per month (4 weeks)	201	14	6
Payments per month	117	0	8
	84	13	10
Months			13
Per annum	1,100	19	10
Add discounts per annum	108	18	7
Gross profit per annum	1,209	18	5
Less working expenses per annum	756	3	9
Net profit per annum	453	14	8
			11 y.p.
	£4,991	1	4

WHOLESALE TRADE.

Barrels per annum, say 390 at 10*s.* profit per barrel.

	10*s.*		
	£195	0	0
			7 y. p.
	£1,365	0	0

SUMMARY.

	£	s.	d.
Goodwill in trade	4,991	1	4
Wholesale trade	1,365	0	0
Total compensation	£6,356	1	4

24. *Valuation of premises taken for a street improvement by the London County Council with allowance for Betterment.*

The premises were occupied by a tailor and bootmaker, the upper

part being used for residential purposes. They were held upon a lease for twenty-eight years from June 25th, 1883, at a rent of £610 per annum for the first seven years; £630 per annum for the second seven years; £650 per annum for the third seven years; and £700 per annum for the remainder of the term. The lessee was entitled to take into consideration the enhanced rental value which the premises would have acquired if the buildings in front had been pulled down and the site thrown into the new street in accordance with the County Council's (Improvement) Act, 1897. The premises were included in the betterment area defined by that Act, the betterment rate being 3 per cent. on half the net improved value. The premises were taken by the London County Council in 1901.

	£	£
Estimated rental value till Midsummer, 1904, when the improvement under the 1897 Act would have been completed	900	
Less rent reserved under lease	650	
	250	
Capitalised for 3 years on the 6 per cent. table, years' purchase	2·67	
		667
Estimated rental value from Midsummer, 1904, till termination of lease at Midsummer, 1911, per ann.	1,226	
	£	
Less rent reserved under lease .	700	
Less betterment rate	192	
	892	
	334	
Capitalised 7 years and deferred 3 years on the 6 per cent. table, years' purchase	4·7	
		1,569
		2,236

	£	£
Brought forward		2,236
Compensation for forced sale, 10 per cent. ...		223
		2,459
Loss on forced sale of stock, say 33 per cent. on the value of the tailor's stock, and 25 per cent. on the value of the bootmaker's stock .		1,121
For cost of removal and possible loss on furniture		100
Fixtures according to valuation		706
Compensation for loss of profit caused by removal, being twice the average annual profit of the last three years:	£	
Average annual profit	1,739	
Less rent for part of premises used for trade purposes £700		
Rates 193		
——	893	
Twice	846	= 1,692
Total compensation		£6,078

BETTERMENT RATE—*how calculated.*

	£
Estimated improved rental value of freehold £1,226 per annum, at 25 years' purchase ...	30,650
Less initial valuation of premises under 1897 Act	17,775
Net improved value	£12,875

Three per cent. on half net improved value (£6,437) = £193.

DISTRESS.

1. WARRANT *to* DISTRAIN *in a* HOUSE *for* RENT.

To Mr. R. S. my bailiff.

I HEREBY AUTHORISE AND REQUIRE you to distrain the goods and chattels (*a*) in and upon the [house] and premises of C. D., situate and being [No. ——, —— Street], in the parish of ——, in the county of ——, for £——, being —— quarters' rent, due to me for the same —— [at Lady-day, Midsummer-day, Michaelmas-day *or* Christmas-day last, *as the case may be; or* "on the —— day of ——— last"]; and to proceed thereon for the recovery of the said rent as the law directs. But you are hereby expressly prohibited from taking any property not legally liable to a distress for rent.

Dated this —— day of ——, 19—.

(Signed) A. B. of ——.
[*or* A. B. of ——,
by P. Q., his agent].

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2. WARRANT *to* DISTRAIN *on a* FARM *for* RENT.

To Mr. R. S. my bailiff.

I HEREBY AUTHORISE AND REQUIRE you to distrain the goods and chattels [and also the cattle and growing crops], in and upon the farm, lands and premises of C. D., situate and being at —— in the parish, &c. [*as in No.* 1, *to the end*].

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3. INVENTORY *of* GOODS DISTRAINED.

AN INVENTORY of the goods and chattels [cattle and growing crops] distrained by [R. S. of —— as bailiff of and for] A. B., of ——, esquire, on the —— day of ——, 19—, in and upon the [house *or* farm, lands] and premises of C. D., situate and being

(*a*) "Of C. D." may be here introduced, if wished for any special reason; but in ordinary cases the words would do more harm than good. The bailiff must be "certificated."

[No. ——, —— Street], in the parish of ——, in the county of ——, for £——, being —— quarters' rent due to the said A. B. [at —— last; *or* "on the —— day of —— last"].

1. *In front room on ground floor.*—One dining-table, one sideboard, twelve chairs [*describe each article in this room intended to be distrained*].

2. *In back room on ground floor.*—[*Here describe each article in this room intended to be distrained.*]

3, 4, 5, &c.—[*Here describe in like manner each article intended to be distrained in the "front room on first floor"—"back room on first floor"—"front room on second floor"—"back room on second floor," &c.—"front attic"—"back attic"—"front kitchen"—"back kitchen"—"wash house"—"scullery"—"wine cellar"—"coal cellar"—"yard"—"garden"—"coach-house"—"stables"—"barns," &c., &c.*]

In the Fields.

1. *In the field or close called or known as "Greenacre."*—Cows, calves, oxen, bulls, sheep, lambs, horses, mares, geldings, colts, fillies, pigs [*as the case may be*].

2. *In the field or close called or known as* [*name*].—Haystacks, stacks of [wheat]; about —— acres (more *or* less) of growing crops of [wheat *or* barley, oats, potatoes, peas, beans, *as the case may be*].

3. [*Describe in like manner each close and the articles therein intended to be distrained. At the end of the list may (if wished) be added the following words or to the like effect, viz.:*]

"And all other goods, chattels and effects on the said premises," *or* "and any other goods that may be found in and about the said premises, to pay the said rent and expenses of this distress" (*b*). [*But it would be too indefinite and incorrect to say:*] "And all other goods and chattels and effects on the said premises *that may be required in order to satisfy* the *above* rent, together with all necessary expenses" (*c*).

Dated this —— day of ——, 19—.

(Signed) R. S., bailiff of the said A. B.
[*or* A. B., of ——.]

(*b*) *Wakeman* v. *Lindsey* (1850), 14 Q. B. 625; 19 L. J. Q. B. 166. But these words may perhaps make the distress excessive.

(*c*) *Kirby* v. *Harding* (1851), 6 Exch. 234; 20 L. J. Ex. 162.

4. NOTICE *of* DISTRESS *for* RENT (*d*).

To Mr. C. D., and all others whom it may concern.

TAKE NOTICE that I [R. S., as bailiff of and for A. B., esquire, your landlord], have this day distrained on the premises in your occupation or possession named in the inventory [above written *or* hereunto annexed], the [cattle], goods and chattels mentioned in the said inventory for £—— being —— quarters' rent due to [me, *or* the said A. B.], at —— last [*or* on the —— day of —— last], for the said premises: And unless you pay the said rent, with the charges of distraining for the same, within five [*or* such other number of days not exceeding fifteen as you may name in a request in writing in that behalf] days from the service hereof, the said [cattle] goods and chattels will be sold according to law. [*If cattle or goods removed, mention the place thus,* "And take notice that the said cattle have been removed to and are now in the common pound in and for the parish of ——, in the county of ——."]

Dated this —— day of ——, 19—.

(Signed) R. S., of ——,
Bailiff of the above-named A. B.
[*or* A. B., of ——.]

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5. NOTICE *of* DISTRESS *of* GROWING CROPS, *&c.*

To Mr. C. D., and all others whom it may concern.

TAKE NOTICE that I [R. S., as bailiff of and for A. B., esquire, your landlord], have this day distrained on the [farm, lands, and] premises in your occupation or possession, mentioned in the inventory [above written *or* hereunto annexed], the [cattle, goods, and chattels, and also the] growing crops mentioned in the said inventory for £——, being —— quarters' rent due to [me *or* the said A. B.], at —— last [*or* on the —— day of —— last] for the said [farm, lands and] premises: And unless you pay the said rent, with the charges of distraining for the same [within five days from the date hereof, the said cattle, goods and

(*d*) To be written at the foot of a true copy of the inventory, or such true copy to be annexed to this notice.

chattels will be appraised and sold according to law, and] I shall [*or* if signed by the bailiff say, "the said A. B. will"] proceed to cut, gather, make, cure, carry and lay up the said crops, when ripe, in the barn or other proper place on the said premises, and in convenient time sell and dispose of the same in or towards satisfaction of the said rent, and of the charges of such distress, appraisement and sale, according to law.

Dated this —— day of ——, 19—.

(Signed) A. B., of ——.
[*or* R. S., of ——,
Bailiff of the above-mentioned A. B.]

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6. REQUEST *of a* TENANT *to his* LANDLORD *to* WITHDRAW *a* DISTRESS *for* RENT, *with* LIBERTY *to* MAKE *a* SECOND DISTRESS (*e*).

To A. B., Esq.

Sir,—I hereby request you, for my accommodation, to withdraw the distress for rent made by you on the [farm, land, and] premises, situate at ——, in the county of ——, now in my occupation as your tenant: And in consideration of your so doing, I do hereby consent, promise and agree that it shall and may be lawful for you at any time [afterwards, *or* after the —— day of —— next] to make a second distress for the said rent, or for so much thereof as shall for the time being remain unpaid, and for the expenses of and incident to such second distress; [And I will also pay you on demand all expenses incurred of and incident to the said first distress to the time of its being withdrawn for my accommodation as aforesaid].

Dated this —— day of ——, 19—.

Witness, E. F., of —— (*f*).

Yours, &c.,
C. D.

(*e*) See other similar forms in *Hill* v. *Ramm* (1843), 5 M. & G. 789; *Fishwick* v. *Milnes* (1850), 4 Exch. 825, which cases show that no agreement stamp is necessary.

(*f*) An attesting witness is unnecessary.

7. REQUIREMENT *by* TENANT *or* OWNER *of* APPRAISEMENT.

To A. B., Esq.

Sir,—I hereby require you to cause the [cattle], goods and chattels which you have distrained for rent to be appraised as required by the Act passed in the second year of the reign of their Majesties King William and Mary, chapter five.

Dated this —— day of ——, 19—.

Yours, &c.,
C. D.

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8. REQUEST *by* TENANT *or* OWNER *for* REMOVAL *of* DISTRESS *to* AUCTION ROOM *for* SALE.

To A. B., Esq.

Sir,—I hereby request you to remove the [cattle], goods and chattels which you have distrained for rent to a public auction room [*or* to the premises of Messrs. ——, No. —, —— Street] for sale.

Dated this —— day of ——, 19—.

Yours, &c.,
C. D.

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9. REQUEST *for* EXTENSION *of* TIME *to* REPLEVY IN.

To A. B., Esq.

Sir,—I hereby request that the period of five days within which but for this request I am entitled to replevy the [cattle], goods and chattels which you have distrained for rent be extended to [*state number of days not exceeding fifteen*], from the date of your distress.

And I beg to enclose my promissory note for £—— [*or the* promissory note of C. D., for £——] as security for any additional cost.

Dated this —— day of ——, 19—.

Yours,
E. F.

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10. REQUEST *of* TENANT *to* SELL BEFORE *the* EXTENDED TIME.

To A. B., Esq.

Sir,—I hereby request you to sell the [cattle], goods and chattels which you have distrained for rent at any time before the expiration of the extended time within which I should, but for this request, be entitled to replevy them.

Dated this —— day of ——, 19—.

Yours,
C. D.

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11. CONSENT *of* TENANT *to the* LANDLORD *or his* BAILIFF CONTINUING *in* POSSESSION *under a* DISTRESS *for* MORE *than* FIVE DAYS.

To A. B., Esq. [*or* to Mr. R. S., bailiff of A. B., Esq.]

Sir,—I hereby request you not to remove the goods and chattels which you have distrained and impounded for rent on the premises, situate at ——, in the county of ——, now in my occupation as [your tenant *or* tenant of the said A. B.]; but to keep the said goods and chattels in the place where they are now impounded, until the —— day of —— next inclusive, for my accommodation, and to give me the opportunity of obtaining money to pay the said arrears of rent with expenses of the distress; all extra expenses occasioned by keeping possession as aforesaid to form part of the expenses of and incident to the distress.

Dated this —— day of ——, 19—.

Witness, E. F., of —— (*g*).

Yours, &c.,
C. D.

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12. APPRAISEMENT (*h*).

WE, the above-named L. M. and N. O., having viewed the [cattle], goods and chattels mentioned in [this *or* the within

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(*g*) An attesting witness is unnecessary.

(*h*) Not necessary unless required by tenant.

written] inventory, do appraise and value the same at the sum of —— pounds —— shillings and —— pence.

As witness our hands the —— day of ——, 19—.

(Signed) L. M. } Appraisers.
N. O. }

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13. NOTICE *to* SHERIFF *under Landlord and Tenant Act,* 1709 (8 *Ann. c.* 14), *s.* 1, *of* RENT DUE *to* LANDLORD *of* EXECUTION DEBTOR.

To the Sheriff of the county of ——, and his under-sheriff and bailiffs, and all others whom it may concern.

TAKE NOTICE that the sum of £—— is now due and owing to [me *or* to I. K., of ——, esquire] from C. D., of ——, in the county of ——, for [one year's *or* one half-year's *or* one quarter's] rent, due on the —— day of —— last, of the premises in his occupation at —— aforesaid; upon which premises, as I am informed, you have seized and taken in execution certain goods and chattels; And you are hereby required not to remove any of the said goods and chattels from off the said premises until the said arrears of rent are paid, pursuant to the statute in such case made and provided.

Dated this —— day of ——, 19—.

Yours, &c.,
I. K., of ——.
[*or* E. F., of ——,
Agent for I. K., of ——, Esq.]

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14. NOTICE *from* SHERIFF *to* EXECUTION CREDITOR *of* RENT *being* DUE *from the* DEFENDANT, *and* REQUIRING PAYMENT THEREOF *by such* CREDITOR, *pursuant to Landlord and Tenant Act,* 1709 (8 *Ann. c.* 14), *s.* 1.

IN THE HIGH COURT OF JUSTICE,
—— DIVISION.

Between A. B. . . . . Plaintiff,
and
C. D. . . . . Defendant.

TAKE NOTICE, that the sum of £—— is due and owing

from the above-named defendant to his landlord I. K., of ——, for [one year's *or* one half-year's *or* one quarter's] rent, due on the —— day of —— last, for and in respect of the [house *or* farm, land and] premises situate at ——, in the county of ——, now in the occupation of the said defendant, and upon which certain goods and chattels have been seized by the sheriff of ——shire under the writ of *fieri facias* issued in this action [and the said sheriff has had notice of such arrears of rent (*i*)]: Now I do hereby, as the agent of the said sheriff and on his behalf, give you notice that unless the above-named plaintiff do forthwith pay the arrears of rent due to the said landlord, either to him or his bailiff, pursuant to the statute in such case made and provided, the said sheriff will withdraw from possession of the said goods and chattels under the said writ.

Dated this —— day of ——, 19—.

Yours, &c.,
L. M., of ——,
Agent for the sheriff of ——shire.

To the above-named plaintiff: and to Mr. ——, his solicitor or agent.

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15. NOTICE *to the* BAILIFF *of a* COUNTY COURT, *pursuant to County Courts Act*, 1888 (51 & 52 *Vict. c.* 43), *s.* 160.

To the High Bailiff of the County Court of ——, holden at ——, and to his bailiff and officers, and all others whom it may concern.

TAKE NOTICE, that C. D., whose goods you have taken in execution under a warrant from the said County Court, holds the [house *or* apartments] in which the said goods were taken as tenant thereof to [me *or* to I. K., of ——] under a lease for —— years [and three-quarters of another year wanting five days] from the —— day of ——, 19—, *or* under a tenancy from year to year, from the day of —— last (*k*), or under a tenancy from

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(*i*) Omit this when inaccurate. Express notice to the sheriff appears to be unnecessary; it is sufficient if he knows of the arrears of rent. He should inspect the lease, and obtain legal proof of the arrears due.

(*k*) A tenancy from year to year recommences annually.

month to month from the [*first*] day of each month, *or* under a tenancy from week to week from each [*Saturday*] at the yearly rent of £—— payable [by equal half-yearly, *or* quarterly, payments, on the —— day of ——, &c., *state days of payment*], *or* at the monthly rent of £—— payable [in advance (*l*)] on the —— day of each month, *or at the weekly rent of £—— payable* [in advance (*l*)] on each [*Saturday*]: And I now [as the agent of and for the said I. K., and on his behalf], claim the sum of £—— for arrears of the said rent for (*m*) one year [*or* two quarters] ending on the —— day of —— last; *or* for two months [*or* four weeks] ending on the —— day of —— last, *as the case may be,* which said rent or sum of £—— now remains in arrear and unpaid.

Dated this —— day of ——, 19—.

(Signed) I. K., of ——.
[*or* C. D., of ——,
Agent for the above-named I. K.]

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16. DECLARATION *by* LODGER, UNDERTENANT, &c. (*n*).

To [*name of superior landlord, or his bailiff, as the case may be*].

Sir,—I, John Smith, occupying as lodgings five rooms in No. 13, Brick Street, do hereby declare that [*name of immediate landlord or tenant, as the case may be*] my landlord (*o*) has no right of property or beneficial interest in the furniture, goods and chattels, distrained [*or* threatened to be distrained] for rent alleged to be due to [*name of superior landlord*], and of which an inventory is hereto annexed, but that such furniture, goods and chattels are my property [*or* in my lawful possession].

(*l*) Omit these words if rent not payable in advance.

(*m*) Here say "part of," if necessary, and add (just before the date), "the residue of the said [year's] rent having been paid."

(*n*) This declaration *need not* state that no rent is due if such be the case, nor that the declarant is a lodger (*Ex parte Harris*, 16 Q. B. D. 130), but it seems best to state the facts as they are, if accurately known.

(*o*) In the case of the goods of a person who is neither a lodger nor undertenant, the words from "occupying" to "street" must be omitted, and in lieu of the words "my landlord," insert the words "the tenant of No. 13, Brick Street."

I owe [*name of immediate landlord*] £—— on account of rent from —— to —— [*or* no rent].

The inventory referred to in this declaration is as follows:

Inventory.

1 Pianoforte.
4 Sofas.
2 Timepieces, &c., &c. [*state articles with precision*].

Yours, &c.,
J. S.

ECCLESIASTICAL LAW.

1. TESTIMONIAL *for* ORDERS.

To the Right Reverend ——, by Divine Permission Lord Bishop of ——.

WHEREAS our beloved in Christ, A. B., bachelor of arts of —— College, in the University of ——, hath declared to us his intention of offering himself as a candidate for the sacred office of a Deacon, and for that end hath requested of us letters testimonial of his good life and conversation: We therefore, whose names are hereunto subscribed, do testify that the said A. B. hath been personally known to us for the space of —— last past; that we have had opportunities of observing his conduct; that during the whole of that time we verily believe that he lived piously, soberly, and honestly; nor have we at any time heard anything to the contrary thereof; nor hath he at any time, so far as we know or believe, held, written, or taught anything contrary to the doctrine or discipline of the Church of England; and moreover we believe him, in our consciences, to be, as to his moral conduct, a person worthy to be admitted to the sacred order of Deacons.

In witness whereof we have hereunto subscribed our names, this —— day of —— in the year of our Lord ——.

C. D., Rector of ——.
E. F., Vicar of ——.
G. H., Vicar of ——.

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2. NOMINATION *to a* PERPETUAL CURACY.

To the right reverend father in God, C. Lord Bishop of ——, A. B., of ——, gentleman, sendeth greeting: WHEREAS the curacy of the chapel of ——, in the county of ——, and in your lordship's diocese of ——, is augmented, or shortly intended to be augmented, by the governors of the bounty of the late Queen Anne, for the augmentation of the maintenance of the poor clergy; by reason whereof it is requisite that a curate should be duly nominated and licensed to serve the said cure, pursuant to the statute in that case made, I, the said A. B., do hereby nominate C. D., clerk (the person employed by me in serving the said cure), to be curate of the said chapel of ——, and do humbly pray your lordship to grant him your licence to serve the said cure, and to perform all divine offices therein accordingly. In witness whereof I have hereunto set my hand and seal, the —— day of ——, in the year of our Lord ——.

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3. NOMINATION *to a* CHAPEL *of* EASE.

To the right reverend father in God —— Lord Bishop of ——, A. B., of ——, &c., sendeth greeting: WHEREAS the curacy of —— in the county of —— and diocese of —— is now void by the death of C. D. last incumbent there, and doth of right belong to my nomination: These are humbly to certify your lordship that I do nominate E. F. clerk to the curacy aforesaid; requesting your lordship to grant him your licence for serving the said cure. In witness whereof I have hereunto set my hand and seal, the —— day of —— in the year of our Lord ——.

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4. DONATION.

TO ALL TO WHOM THESE PRESENTS SHALL COME. Know ye, that I, A. B., of ——, in the county of ——, Esquire, have given and granted, and by these presents do give and grant, to my beloved in Christ, C. D., clerk, the office or place of curate [*or as the case shall be*] of the chapel of ——, in the county of ——, now lawfully vacant, and to my donation and free disposition in

full right belonging, and by these presents do make, constitute and appoint him the said C. D. curate of the said chapel, to have, hold, and enjoy the said office or place of curate in the chapel aforesaid, to him the said C. D. during his natural life, with all and every the salaries, stipends, rights and appurtenances to the same office or place of curate aforesaid in any wise belonging or appertaining, as fully, freely, and perfectly, and in as ample manner and form, as any other hath or ought to have held and enjoyed the same. In witness whereof I have hereunto set my hand and seal, the —— day of —— in the year of our Lord ——.

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5. ALTERNATIVE FORM.

TO ALL TO WHOM THESE PRESENTS SHALL COME, A. B., of ——, in the county of ——, Esquire, lord of the manor of ——, in the county of ——, sendeth greeting: WHEREAS the chapel of —— in the county aforesaid is now vacant, and to my donation in full right belongeth; know ye, that I, the aforesaid A. B., have given and granted to my beloved in Christ, C. D. clerk, the aforesaid chapel of —— with all its rights and appurtenances, and by the tenor of these presents do induct him the said C. D. into corporal possession of the said chapel, with all its appurtenances. In witness whereof, &c.

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6. PRESENTATION.

To the most reverend father in God, R. by Divine Providence Lord Archbishop of Canterbury, primate of all England and metropolitan: [*if it be to the Archbishop of York, the word* "all" *must be omitted; if to any other bishop, then thus:*—]

To the right reverend father in God, R. Lord Bishop of —— or in his absence to his vicar-general in spirituals, or to any other person having or who shall have sufficient authority in this behalf, I, Sir W. P., baronet, true and undoubted patron of the rectory of the parish church of —— [*or*, of the vicarage of ——] in the county of ——, and in your diocese of ——, now vacant by the death [*or* resignation, *or otherwise as the case shall be*] of A. B., the last

incumbent there, do present unto you C. D. clerk, master of arts, humbly requesting that you will be pleased to admit the said C. D. to the said church, and to institute and to cause him to be inducted into the same, with all its rights, members, and appurtenances, and to do and execute all other things in this behalf which shall belong to your episcopal office. In witness whereof, I have hereunto set my hand and seal, the —— day of ——, in the year ——.

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7. CERTIFICATE *of* Compliance *with Clerical Subscription Act,* 1865.

We whose names are underwritten do hereby certify and declare that A. B., rector of C., within the diocese of D., in the county of E., was in the presence of us inducted into his church of C. aforesaid, by F. G., rector of H., on the —— day of ——, in this present year, by virtue of certain letters of induction made under the hand and seal of I. K., archdeacon of L., within the diocese aforesaid, for that purpose directed "*To all and every,*" *&c.* And also that the aforesaid A. B. on the —— day of ——, in the year aforesaid, being the first Lord's day on which he officiated in his church aforesaid [*or* being a Lord's day appointed and allowed by the ordinary for that purpose] did in his church aforesaid, publicly and openly, in the presence of the congregation there assembled, read the Thirty-nine Articles of Religion, and immediately after reading the same make the declaration following: "I, A. B., do solemnly make the following declaration: I assent to the Thirty-nine Articles of Religion and the Book of Common Prayer, and of the ordering of bishops, priests, and deacons. I believe the doctrine of the Church of England as therein set forth to be agreeable to the word of God; and in public prayer and administration of the Sacraments I will use the form in the said book prescribed and none other, except so far as shall be ordered by lawful authority." And these things we promise to testify on our oaths, if at any time we shall be lawfully thereunto required. In witness whereof we have hereunto set our hands, this —— day of ——, in the year of our Lord ——.

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8. APPOINTMENT *of* Domestic Chaplain.

KNOW ALL MEN by these presents, that I, the Right Honourable A. Lord ——, Baron of ——, have admitted, constituted and appointed the Reverend B. C., clerk, my domestic chaplain, to have, hold and enjoy all and singular the benefits, privileges, liberties, and advantages, due and of right granted to the chaplains of noblemen by the laws and statutes of this realm. Given under my hand and seal, the —— day of ——, in the year, &c.

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9. DISCHARGE *of* Domestic Chaplain.

Whereas I, the Right Honourable A., Lord ——, Baron of ——, by writing under my hand and seal, bearing date the —— day of ——, did admit, constitute and appoint B. C., clerk, my domestic chaplain; to hold and enjoy all benefits, privileges and advantages belonging to the same: Now by these presents, I, the said A., Lord ——, do for divers good and lawful causes and considerations, dismiss and discharge the said B. C. from my service as domestic chaplain, and from all privileges and advantages to him granted as aforesaid. Given under my hand and seal, the —— day of ——, in the year, &c.

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10. APPOINTMENT *of a* Chaplain *by a* Bishop.

TO ALL MEN to whom these presents shall come, We, by Divine permission, Lord Bishop of ——, send greeting. Know ye that we, in consideration of the learning, good life, and piety of our beloved in Christ, the Reverend A. B., of &c., clerk &c., hereby nominate and appoint him to be one of our domestic chaplains, to hold and enjoy all the rights, privileges, liberties, and advantages whatsoever due and granted to the chaplains of the bishops and peers of this realm, under or by virtue of the laws and statutes thereof. Given under my hand and seal this —— day of ——, in the year of our Lord, 19—, and in the —— year of our translation.

Signed, sealed, and delivered, in the presence of ——.

FRIENDLY SOCIETIES.

1. RULES *of a* BENEFIT SOCIETY (*a*).

—— BENEFIT SOCIETY.

Name and Constitution (*b*).

1. This Society is a Friendly Society which has applied to become approved by the National Insurance Commissioners under the National Insurance Act. It shall be called "THE —— SOCIETY," and is hereinafter referred to as the Society. The Society shall consist of an unlimited number of members, formed into divisions of 1,000 each. All the rules of the Society and all amendments thereof shall be binding upon all the members of the Society.

All references in these Rules to a member's wife shall not be applicable to candidates for membership of the State Section only, except as regards maternity benefit.

Registered Office.

2.—(1) The registered office of the Society shall be No. —, —— Street, ——, ——, in the county of ——.

(2) The registered office shall not be changed, except by resolution of a summoned meeting of the Society.

(3) In the event of any change in the situation of the registered office, notice of such change shall be sent to the Registrar within 14 days thereafter in the form prescribed by the Treasury Regulations.

Objects (*c*).

3. The objects of the Society shall be to provide for:—

(a) The relief of members during sickness.

(*a*) Adapted from the rules of the Hearts of Oak Benefit Society, and published by their permission. For a set of Rules under the National Insurance Act, 1911, see "Trade Unions."

(*b*) The name must not be the same as that of any existing registered society, nor nearly resembling the same.

(*c*) The objects here stated are the objects of the Hearts of Oak Benefit Society.

The following are the objects authorised by the Friendly Societies Acts,

(b) The securing for the members, in such manner as the Delegates may from time to time decide, the advantages to be obtained from Convalescent Homes.

(c) Payment of a sum of money on account of members' wives' lying-in.

(d) Insuring money to be paid on the death of a member, or for the funeral expenses of a member's wife.

(e) The insurance against fire of the tools or implements of the trade or calling of the members, as per Rule 25.

(f) The relief of members in distressed circumstances in the case provided by Rule 27.

(g) The benefits of the National Insurance Act.

1896 to 1908. Only those objects should be stated which the particular society undertakes, *e.g.*, only part of No. (1) is generally undertaken, and the relief in old age may begin at a later age than fifty. No. (5), part of No. (6), Nos. (7), (8) and (9) are not in general use.

(1) The relief or maintenance of the members, their husbands, wives, children, fathers, mothers, brothers and sisters, nephews and nieces, and wards being orphans, during sickness or other infirmity, whether bodily or mental, in old age (being any age after fifty), and in widowhood.

(2) The relief or maintenance of the orphan children of members during their minority.

(3) Insuring money to be paid on the birth of a member's child.

(4) Insuring sums of money to be paid on the death of a member, and for the funeral expenses of the husband, wife, or children of a member, or the widow of a deceased member.

(5) Insuring money to be paid during the period of confined mourning as respects persons of the Jewish persuasion.

(6) The relief or maintenance of members in distressed circumstances, or when on travel in search of employment, or in case of shipwreck, or loss or damage of or to boats or nets.

(7) The endowment of members or nominees of members at any age.

(8) The insurance against fire, to any amount not exceeding 15*l.*, of the tools or implements of the trade or calling of members.

(9) Guaranteeing the performance of their duties by officers or servants of the Society or any branch thereof.

The following short form comprises the benefits most often provided for, and is sufficient in ordinary cases:—

(1) The relief of members during sickness or other infirmity.

(2) Insuring sums of money to be paid on the death of a member, or for the funeral expenses of a member's wife or widow.

(3) The relief of members in distressed circumstances.

Division of Funds.

[4. The Society is a Dividing Society.

[*Then direct when and how the division is to be made, and add*—]

It shall be the duty of the Executive Council to see that all claims upon the Society existing at the time of any division of the funds thereof are met and provided for before any such division takes place.]

Application of Funds.

5.—(1) All moneys received on account of contributions, levies, fines, donations, sale of Rules, or otherwise, and interest on capital shall be applied in carrying out the objects of the Society, and in paying the expenses of management according to the Rules thereof.

(2) Any officer misapplying the funds shall repay the same and be excluded without prejudice to his liability to prosecution for such misapplication.

Investment of Funds (*d*).

6.—(1) So much of the funds of the Society as may not be wanted for immediate use, or to meet the usual accruing liabilities, shall, with the consent of the Executive Council, or of a majority of the members of the Society present and entitled to vote in general meeting, be invested by the Trustees of the Society in any of the following ways, namely: in the Post Office Savings Bank, or in any savings bank certified under the Act of 1863, or in the public funds, or with the Commissioners for the Reduction of the National Debt, or upon mortgage of freehold, copyhold or leasehold property in England, in the purchase of land, or in the erection or alteration of offices or other buildings thereon as after mentioned, or in any investment in which trustees are for the time being by law authorised to invest trust funds.

(*d*) The Act requires that investments shall be made (1) by the trustees, (2) with the consent of either (a) the committee or (b) a majority of the members, &c., as in the text. Decision as to investments should not be left to any investment committee or other body, but such bodies may be constituted to advise the trustees or the lodge.

(2) The Trustees, with the consent of a special meeting of the Society called for the purpose, may purchase or take on lease any land, and may sell, exchange, mortgage, lease, or build upon that land (with power to alter and pull down buildings and again rebuild), and a purchaser, assignee, mortgagee, or tenant shall not be bound to inquire as to the authority for any sale, exchange, mortgage, or lease by the Trustees, and the receipt of the Trustees shall be a discharge for all moneys arising from or in connection with such sale, exchange, mortgage, or lease.

(3) Mortgages or other assurances for securing money to the Society may be vacated by a receipt endorsed, signed by the Trustees, and countersigned by the Secretary, in the form contained in the second schedule to the Act.

Qualification of Candidates.

Applications for admission.

Members entering occupation of miner.

7.—(1) Any person desirous of becoming a member of this Society may apply for admission at the Registered Office. Candidates who follow the occupation of a miner or underground worker shall not be admitted to membership under Table A. of contributions and benefits appended hereto. Any member enrolled after the ——, who shall enter the occupation of a miner, shall be allowed to retain his membership by first relieving the Society of all liability for sickness arising from accidents while in the pit, and also by paying an additional contribution of 2*s*. 6*d*. per quarter to meet the increased sickness liability of the Society. Further, he shall give notice within seven days of his entering the occupation of miner, and, failing such notice having been received by the Society, he shall forfeit all claims to benefit. In the event of such member returning to employment above ground, he shall again come under the operation of the ordinary rules. Every candidate for membership must satisfy the following requirements.

Age qualification.

(2) Candidates must be above the age of [16] and under the age of [45] years, or, for the State Section only, 65 years, and if required must produce a certificate of birth (*e*).

(*e*) No minimum limit of age is now required by law. Where female or juvenile members are admitted, provisions should be inserted regulating the special contributions and benefits, rights (or prohibitions) to attend meetings and voting powers, and liability to or exemption from fines and

(3) They must not be afflicted with lameness, defect of sight, or other bodily infirmity. Bodily infirmities.

(4) No male candidate shall be eligible for membership in the Society unless he is in receipt of a weekly wage or income of not less than twenty-four shillings, except those whose ages are between 16 and 24 years, if, in the opinion of the Executive Council, the standard rate of wages of the trade or profession with which they are connected is not less than twenty-four shillings per week. A candidate in receipt of a lower wage, but receiving in addition board or board lodging or other consideration, may be admitted if, in the opinion of the Executive Council, these additions, together with the monetary payments, are equivalent to the said weekly wage or income of twenty-four shillings. Wage qualification.

This clause shall not apply to candidates for the State Section only.

(5) Every candidate for membership in the Society shall fill up and sign the form of application prescribed by the Executive Council, which shall be the basis of contract between the member and the Society. If his wife is not in good health his application for admission, or any application by a member for reinstatement, may be entertained provided he agrees to relieve the Society from liability in respect of her death. Should he at any future time produce a satisfactory medical certificate of his wife's good health, any future claim on account of her death shall be admitted. Medical certificates for candidates and their wives.

The conditions in the last two sentences shall not apply to candidates for the State Section only.

(6) Should any member marry after joining the Society, he shall send a written declaration that his wife is in good health. Marriage after admission.

This does not apply to the State Section only.

(7) The Society shall have power, notwithstanding the provisions of this Rule, to take over other societies, even though

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levies. And in all cases where members under twenty-one are admitted, insert the following clause:—

"A member may, if he is over 16 years of age, by himself, or if he is under that age, by his parent or guardian, execute all instruments and give all acquittances necessary to be executed or given under the rules of the Society, but if under 21 shall not be a member of the Executive Council or a Trustee or Treasurer of the Society."

the ages of their members may be under 18 or over 30, upon terms which shall be approved by the Society's Actuary.

Women.

(8) Women may be admitted to membership under the provisions of the National Insurance Act, and in accordance with the Rules of the Society as regards management and conditions of admission, together with the following provisions:—

> Every woman under the age of 45 years admitted to membership of the Society under the provisions of the National Insurance Act may, at the discretion of the Executive Council, contribute for additional benefits in accordance with the tables appended to this partial amendment of Rules.

Aliens.

(9) Any male person not of British nationality may be admitted to membership of the Society after the date of registration of this Rule, subject to the approval of the Executive Council, in accordance with the appended table G of contributions and benefits.

Admission of Members.

Application for membership.

8.—(1) The Secretary shall have power to receive applications for membership in writing from persons unable to attend at the Registered Office. All such applications shall be made on the Society's form. Should any person at the time of his admission impose on the Society by wilfully giving an incorrect statement of his age, concealing any complaint he or his wife may be afflicted with, or in any way deceive the Society, he shall, for so doing, upon the same being discovered, be excluded from the Society.

Penalty for incorrect statements on application for membership.

No entrance fee.

(2) The Secretary shall, upon the admission of every member, enter his name, age, occupation, and address in the Society's books, and supply him with a book of Rules containing his name, registered number, and a table of his divisional pay-days.

(3) [*Transferees from Junior Section.*]

Member's freedom to benefits.

(4) When any member, not being a member of the State Section only, has belonged to the Society twelve months, he shall be considered a free member, and be entitled to all the benefits of the Society. But his freedom shall not take away his liability to contribute according to the provisions of these rules to the funds of the Society. No member shall be entitled to all the benefits of the Society until he shall have obtained his freedom.

(5) Any member desirous of having the emblem of membership must pay an additional two shillings for the same, but it shall not be compulsory to obtain such emblem. Emblem.

Awards for Introducing Members.

9.—(1) In order to promote the permanent prosperity of the Society by increasing the number of its members, and for the purpose of giving suitable encouragement to more active exertions, every member who shall have recommended five accepted members for Table A or B within any period, shall be entitled to be presented with an oak-framed emblem, or for recommending seven accepted members to a superior oak-framed emblem, or a gold medal of the value of 14*s*.

(2) No member shall be awarded more than one new medal and one framed emblem, but after obtaining these he shall, for the recommendation of every additional five accepted members, be entitled to or credited with the sum of 7*s*. 6*d*.

(3) Should any member recommend a person as a member knowing him not to be qualified for admission he shall be liable to exclusion.

(4) Members transferring from the Junior Section shall be entitled to count all approved members recommended by them to the Senior Section prior to the date of their transference.

(5) Any member introducing five accepted members for the State Section only, or for the State Section in conjunction with Tables C, D, E, and F, shall be entitled to or credited with a sum of 2*s*. 6*d*.

Payment of Contributions.

10.—(1) Every member admitted after the date of the registration of this Society shall pay contributions at the rate shown in the tables appended hereto. Contributions.

(2) Any member not attending at the Registered Office of the Society for payment of his contributions, either personally or by deputy, shall forward to the Secretary, by Post Office Order or otherwise, the amount of the contribution per quarter, together with the amount of any fines or other charges he may have incurred during the quarter; and every such remittance, accompanied with the insurance card, if also a member of the National Insurance Section, shall be forwarded so as to be received at the Registered Office of the Society on or before each of the first Payment by members not attending registered office.

three quarterly pay-days of his division in each year, as shown in the authorised table of pay-days.

Receipt for contributions.

(3) A member sending his contributions by post and requiring a receipt therefor, shall enclose a stamped envelope addressed to himself for that purpose.

Fines for non-payment.

(4) Every member shall, on or before the quarter days of his division, as shown in the authorised table, clear the Society's books of all demands against him, or in default thereof be fined as follows:—

If a member under Table A, he shall be fined tenpence. If a member under Table B who has made the State contributions a part of his ordinary contributions to the Society he shall be fined sixpence. If a member under Table C, D, E, or F he shall be fined threepence. These fines shall include the postage of the notice of the default mentioned below.

Suspension from benefits.

The Secretary shall, within fourteen days after such default, send every such defaulter a notice stating that unless he clears the books of the Society by the following monthly pay-day of his division, he will be suspended from such benefits as are provided by his membership in the Society. Should the Secretary fail in sending an Arrears Notice to any defaulter, the member shall be allowed until the next monthly pay-day of his division to pay such arrears. Any member suspended shall be allowed until the next quarter-day of his division to pay up all arrears, on payment of an extra fine of two shillings and sixpence, or for Classes C, D, E, and F sixpence. If after any member has been suspended for non-payment, he fails to clear the books of the Society by the quarter-day of his division next following his suspension he shall be excluded.

Re-admission.

(5) Should any member be excluded for non-payment he may apply for re-admission on any pay-day within six months after such exclusion and upon producing a satisfactory certificate of his own good health, signed by a duly registered medical practitioner (in the case of a member admitted under Tables A, B, and C a certificate must also be produced (if married) of his wife's good health, signed by a duly registered medical practitioner), and paying up all arrears, with whatever may have become due since his exclusion, he shall be reinstated in the Society.

Remission of fines.

(6) Should such member prove to the satisfaction of the Executive Council that from want of employment or any other distress-

ing circumstances, he was unable to keep up his payments, the Executive Council shall have the power of remitting the aforesaid fines on readmission.

(7) The Society, however, shall not be responsible for any claims which may arise during the time to which such exclusion may extend. Society not responsible for claims during exclusion.

(8) Should any excluded member decline to pay up his arrears in the manner before mentioned, he may, if properly qualified and approved by the Executive Council as aforesaid, enter again as a new member. Readmission as a new member.

(9) No money shall be received in part payment of, and no money shall be deducted from, any benefits for contributions, except as provided in Rule 14, clause (9). No part payment received and no deduction from benefits.

(10) The payments from members of the several divisions shall become due in each month upon the several days mentioned in the authorised table of the monthly pay-days of such divisions respectively. All payments from members, except as herein otherwise provided, shall be made at the Registered Office, which shall be open for the receipt of contributions for all the divisions on Monday, Tuesday, Wednesday, Thursday, and Friday, between the hours of ten a.m. and nine p.m., and on Saturday from ten a.m. to one p.m., Good Friday, Christmas Day, and Bank Holidays excepted. Members may pay contributions on their own divisional pay-days up to half-past nine o'clock p.m. Each member shall give his name, registered number, and division with his contribution, and a printed receipt shall be given in each case for all moneys received. Time and place of payments.

Surplus Contributions.

11.—(1) The Society may accumulate at interest for the use of any member any surplus of his contributions which may remain after providing for any assurance in respect of which they are paid, and the member may withdraw the accumulation as hereinafter mentioned. As between the member contributing and the other members of the Society, the provision for the assurance shall be taken to be the payment of the contributions provided by the Rules. Surplus contributions may accumulate.

(2) Interest shall be allowed at the rate of 3 per cent. per annum (or at such other rate as the Executive Council, acting Interest on accumulations.

upon the report of the Society's Official Auditor, may determine) on every entire sum of £1, commencing from the last day of the month in which it is paid in, provided it remains in the Society a complete calendar month, and shall be added to the member's account as found on the anniversary of the day upon which such account was opened. No interest shall be allowed on any fractional part of £1, nor for a less period than one complete calendar month.

Withdrawal.

(3) Any member may withdraw his accumulations and interest up to £10 by giving two days' previous notice, but seven days' notice must be given for withdrawals exceeding that amount. He must send his account book with every application for withdrawal.

Notice to be given.

(4) Any member desiring to avail himself of the conditions of this Rule shall give notice thereof when remitting his contributions, and the excess shall then be applied to the payment of contributions due to the Society under Rule 10, or may be withdrawn as herein provided for.

Charge for account book.

(5) Upon the first of such payments the member shall be provided with an account book, at a charge of 3*d*., which shall be debited to such account, and with every subsequent remittance of excess contributions he may send such book for the amount of the excess to be inserted therein and returned to him at his own cost.

Account book to be sent to office yearly.

(6) On the anniversary of the day upon which his account was first opened, he shall send his account book to the Society's office, in order that such account may be compared with the Society's books and the interest added thereto.

Death or withdrawal.

(7) In the event of the member dying, his accumulations, with interest, shall be paid pursuant to Sections 56—60 of the Friendly Societies Act, 1896. Upon a member having an excess contribution account ceasing to be a member, the whole of his accumulations, with interest, shall be paid to him upon his giving seven days' notice to the Secretary, and no further interest shall be credited to him from the date of his ceasing to be a member.

Registered number.

(8) Every member availing himself of this Rule shall state his registered number in the Society with every communication, or be fined 6*d*.

Quarterly Notices and Balance Sheets.

Members desiring quarterly notice.

12.—(1) Any member desiring a quarterly notice of the amount of contributions due from him on his next quarterly pay-day shall give written notice of such desire to the Secretary, who shall, seven days before the quarterly pay-day of such member's division, send him a statement of the amount due for such quarter, together with a receipt for payments made by him in the preceding quarter. For this notice and receipt a member shall, with his quarterly contributions, pay the sum of threepence.

Balance sheets.

(2) Every member shall be entitled to receive a balance-sheet showing the amounts due and paid in the previous three quarters, and the balance required to clear the books for the fourth quarter. Such balance-sheet shall be sent by the Secretary at least seven days prior to the member's last quarterly pay-day in each year.

Postage of Letters by Members.

Prepayment of postage.

13.—(1) Members shall prepay the postage of all letters to the Society, and in the event of any letter arriving at the Registered Office unpaid, the member sending it shall be liable to be surcharged for the same in his next quarterly account.

Registered number.

(2) Every written communication from any member to the Society or any officer thereof shall state the registered number of such member, and for every omission in this respect such member shall be fined 6*d*.

Declaration on the Fund.

Declaration on.

14.—(1) When any member shall, by sickness or any bodily or mental infirmity, be rendered incapable of following his employment, he shall send or cause to be sent to the Secretary, at the Registered Office, prepaid, a declaration in the following form, viz.:—

> "I, —— [*here insert Christian and Surname*], No. ——, residing at —— [*here give full address*], being at present afflicted with —— [*here state nature of complaint and if contagious*], and therefore unable to follow my employment of —— [*here state present employment*], do hereby declare on the Sick Fund of the

Society this —— day of ——, 19—, at —— o'clock in the ——noon."

(If illness is caused by accident, full particulars must be stated at the time of declaring on the Sick Fund.)

Medical certificate.

He shall also send with such declaration, or within forty-eight hours of the date thereof, a certificate signed by a duly registered medical practitioner, stating the nature of his illness, and no allowance shall be paid to any sick member under this Rule unless such medical certificate shall have been received.

Rate of sick allowance.

(2) He shall then be deemed a sick member, and shall be allowed out of the Society's funds weekly, upon the day corresponding to the receipt of such declaration and medical certificate, according to the following rate, viz.: if he has been a member less than three months, two shillings and sixpence per week; if a member three months, six shillings per week; six months, nine shillings per week; nine months, twelve shillings per week; and twelve months, eighteen shillings per week.

Compensation.

(3) Members in receipt of or entitled to compensation for injury, as provided under the Insurance Act, shall not be entitled to sickness benefit for the period in respect of which such compensation is payable, except when the compensation is less than the rate of the ordinary sickness benefit, in which case the difference between the compensation allowance and the ordinary sick pay shall be payable to the members.

Error or omission.

(4) Any member who, by an error or omission in the form of application for sick benefit, may render himself liable to a fine or stoppage of sick pay, shall have notice sent of the fine or error, and on making the required correction within three days, he shall be put on the sick list from the date of the first declaration.

Hours of payment.

(5) All sick allowances shall be sent by Postal Order to the member according to his directions, or he may send to the Society's office for his money weekly (on the day corresponding to the receipt of his declaration "on"), between the hours of ten and five o'clock, except Saturdays, when the time shall be from ten to twelve o'clock. The person applying for such money shall produce the member's Book of Rules or Sick List, and shall sign a book for the money received.

Continuance of rate of pay.

(6) No sick member shall receive any greater benefit during the period that he remains on the Fund than he is entitled to at

the time of his declaration on the Fund; and should any member declare off the Fund and declare on again, such declaration on shall, if within the periods of twelve months, two years or three years respectively, in accordance with the conditions of Rule 15, only entitle him to a continuance of his former rate of sick pay.

Time of declaration on and off.

(7) A sick member shall not be paid for the day he declares on the Fund unless his declaration be received at the Registered Office by three p.m. or bears a post mark at or before three p.m., or the doctor certifies that the member's illness existed prior to that hour. He shall not be allowed for the day he declares off the Fund at or before one o'clock; and if he declares off after that hour, he shall not be allowed to do any kind of work that day, but be under the same restrictions as if he had not declared off the Fund.

Injuries for which no benefit allowed.

(8) Should any member receive bodily injury by or in consequence of wilfully incurring needless danger, drunkenness, fighting, wrestling, or by venereal disease, or any species thereof, or any accident or complaint proceeding from any of the above causes, he shall receive no benefit from the Society.

Members in workhouses or lunatic asylums.

(9) If a member is in a workhouse or lunatic asylum at the charge of any public authority, no sick pay shall be allowed unless he has a wife or dependent children, when the amount due shall be paid for their relief and maintenance. If he has some other relative wholly or partially dependent upon him, such proportion of the sick pay shall be paid for their relief and maintenance in such sums as the Society may direct. The member shall in any case be kept good upon the books of the Society, but where the sickness benefits are paid his contributions shall be deducted therefrom. No sickness payment shall be made on account of the member to anyone dependent upon him who may be in a workhouse or lunatic asylum at the charge of a public authority.

Reduction of Sick Allowance.

Half pay and reduced sick pay.

15.—(1) When any member has been on the Society's Fund twenty-six successive or accumulated weeks, and his affliction continues, he shall be reduced to half-pay for the next twenty-six successive or accumulated weeks, and should he still continue ill

at the end of that period he shall then be placed on the list for reduced allowance.

Declaration on within 12 months.

(2) Should any member be on the Fund, and afterwards declare off, if he again declare on within twelve calendar months from such declaration off, the time from his so declaring on again shall be added to his former time till the twenty-six weeks' full sick pay are thereby completed.

Declaration on within 2 years of receiving half-pay.

(3) Should any such member have been reduced to half-pay and afterwards declare off, if he declare on again within two years from such declaration off, the time from his so declaring on again shall be added to his former time in like manner.

Declaration on within 3 years of receiving reduced sick allowance.

(4) Should he have been placed on the list for reduced sick allowance, and declare off, he shall not, until the expiration of three years from the time of his so declaring off, be allowed again to receive full sick pay from the Society.

Declaration off without recovery.

(5) Should a member having been in receipt of full sick pay for more than eighteen weeks, either consecutive or accumulated by claims made within any period of twelve calendar months of each other, declare off the Sick Fund without having fully recovered from his illness and declare on the Sick Fund again within two years, the time of his previous illness shall be added to the time of his new declaration on the Fund, even though the above stipulated interval of twelve months may have expired.

Reduced Sick Allowance.

Rate of pay.

16.—(1) When any member has been placed on the reduced sick list he shall receive a weekly allowance payable according to the following rate, viz.: if a member under six years, two shillings per week; if a member six years and under eight years, three shillings per week; and if a member eight years and upwards, four shillings per week.

Members under age 60. Members over age 50 who have been on continuously for one year.

(2) Such members under the age of 60 years shall not do any work for profit or reward, and shall be subject to the ordinary conditions of sick membership, except members over 50 years of age who have been on the reduced sick list continuously for not less than one year, and who furnish satisfactory evidence of their inability to earn more than twelve shillings per week.

Members

(3) Any such member from age 50, and any member from age

60 years and upwards, shall be allowed to earn a sum not exceeding twelve shillings per week. entitled to work.

(4) No member on the reduced sick list shall receive a larger rate of allowance than he was entitled to at the time of his being placed on the reduced sick list. Any member under this Rule doing any kind of work for his partial support shall, when required, send or cause to be sent to the Secretary a medical certificate, signed by a duly registered practitioner, proving that he is unable to obtain his total livelihood. Non-compliance with this shall involve a fine of two shillings and sixpence for each neglect and stoppage of the allowance until the certificate shall have been produced. Continuance of rate of first allowance. Certificate of inability to earn total livelihood.

(5) All such members entitled to work, and not under confinement, shall be visited at least once a quarter by a member of the Society residing within two miles, who shall make a written report to the Secretary on a form to be provided for him, and who shall be fined one shilling for each omission. Visitation of members entitled to work.

(6) Payments under this Rule shall be made on the last Friday in the months of March, June, September, and December, or monthly, if so required by the member. Times of payment.

(7) All members on such list shall be exempt from all contributions and not be entitled to any further benefit except the funeral money, according to Rule 29, and in exceptional cases the Convalescent Homes benefit, according to Rule 28, and Contingent Fund benefit, according to Rule 27. Exemption from contributions.

(8) Any member declaring off the reduced sick list, and declaring on again within three years, shall be only entitled to a continuance of his former rate of allowance. Declaration off.

(9) The permission to work whilst in receipt of sickness allowance granted under this Rule, and the exemption from payment of contributions, shall not apply to members joining after the date of registration of this amendment.

(10) On attaining the age of 70 years, a member admitted after the date of registration of this amendment shall not receive sickness benefit, but shall be entitled to a pension of 2*s.* 6*d.* per week, free of contributions, as provided in the appended tables. Pension.

Hospital Patients.

17.—(1) Should any sick member be an in-patient of any hospital, asylum, infirmary, or convalescent home, the certificate of Certificates of admission, discharge,

and evidence of medical treatment.

his admission thereto, and the certificate of his discharge therefrom, shall be deemed satisfactory evidence that such sick member has received proper medical attendance during his connection therewith; provided always that the Executive Council shall be at liberty, from time to time, to require certificates, should such be deemed necessary, to prove that he remains such an in-patient. Each certificate shall be sent by such sick member, if capable, to the Secretary at the Registered Office, within forty-eight hours from the date thereof, or he shall be fined two shillings and sixpence for each such neglect, and a like fine of a further sum of two shillings and sixpence shall be incurred for every day until such certificates shall have been duly received by the Secretary.

In-patients not to be visited.

Certificate of discharge.

(2) Any sick member being an in-patient of any of the aforesaid institutions, shall not be subject to visitation whilst he shall remain therein, but should he be discharged as in-patient before declaring off the fund of the Society, he shall send a certificate of his discharge to the Secretary within twenty-four hours of the day of such discharge, or be fined two shillings and sixpence for each day's neglect. The said sick member shall after his discharge be visited in the way prescribed by Rule 18.

Members ordered to hospital.

(3) When a member is ordered into a hospital, asylum or infirmary, after having been visited at his own residence, he shall return his sick list to the Secretary, accompanied by a certificate of his admission thereto; the sick list to be retained by the Secretary until the sick member has obtained his discharge or become an out-patient.

Out-patients. Medical certificate.

(4) Should any sick member be an out-patient of any hospital, infirmary, or dispensary, he shall forward to the Secretary, within forty-eight hours of his declaration on the funds, a certificate of the medical officer, stating the nature of his complaint and that it prevents him following his ordinary occupation. Such certificate shall be renewed every fourteen days while the member is on the sick fund; and in case the medical officer declines to sign such certificate, the sick member must procure a like certificate from a duly qualified medical practitioner, and be governed entirely by the provisions of Rules 14 and 18. No allowance shall be paid to any sick member under this Rule until such medical certificate shall have been received.

Evidence of

(5) He shall also send with his declaration off the funds satis-

factory proof that he has received proper medical attendance up to the date of such declaration off. medical treatment.

Sick Member's Duty and Visitation of Sick Members.

18.—(1) When any member declares on the funds of the Society the Secretary shall, unless otherwise instructed by the Executive Council, cause notices to be sent by post to two members residing in his neighbourhood to visit him during his illness, and a printed list, called his sick list, shall be forwarded to the sick member for his visitors to sign. No known relative, or person residing in the same house as the sick member, shall be appointed a visitor of such sick member. Appointment of sick visitors.

(2) Any visitor residing within two miles of the sick member shall be required to visit him at least once in every seven days, between the hours of nine a.m. and nine p.m. Each visitor shall carefully enquire into the true cause and nature of the indisposition of the member visited by him, and shall insert on the sick list his (the visitor's) own name and the date of his visit, or for each such neglect or omission in visiting and signing he shall be fined one shilling. Periods of visiting, duties and fines.

(3) Any visitor may engage another member to visit for him, but shall be himself responsible for the duty being properly performed. Substitutes.

(4) If the disease be contagious no visitor shall be appointed, but in such case the signature of the medical attendant shall be sufficient. Contagious diseases.

(5) Should either of the visitors neglect the performance of his duty, the sick member shall draw a line through the space on the sick list where such negligent visitor ought to have signed his name, and shall not knowingly allow the name to be written therein afterwards, under a fine of five shillings. Visitor's neglect.

(6) Every such sick member shall also (except as provided for by Rule 17) at least once in every fourteen days, obtain the signature of a duly registered medical practitioner on his sick list, and in no case shall there be an interval of more than fourteen days between the dates of any two signatures, or in default thereof he shall be fined two shillings and sixpence for every such neglect, and be liable to the forfeiture of his sick pay while such neglect continues. Medical certificate on sick list every fourteen days.

Production of sick list and suspension of sick pay.

(7) Each sick member shall send his sick list to the Secretary for inspection one day previous to his divisional day, or for such neglect be fined one shilling; and if such list be not sent to the Secretary on or before the Friday following, his sick pay shall be suspended from that day until the list has been received, when, if no satisfactory explanation be given, the matter shall be referred to the Executive Council. If the Council is not satisfied with the explanation given, the sick pay shall be forfeited. If, however, the member shall not have declared on the fund three clear days, he shall be excused from sending his sick list until his next monthly day.

Non-appointment of visitor or failure to visit.

(8) Should no visitor be appointed, or should the visitor after being appointed neglect his duty, the sick member shall send to the Secretary once in every fourteen days a certificate signed by two respectable householders residing in his district, stating that to the best of their belief the sick member was, up to the date of the certificate, unable to follow his employment.

Sick members' records.

(9) Any sick member going from home shall, before he leaves, state in writing on the back of his sick list where he has gone, and the time he intends to return, or be fined one shilling; if he neglect a second time to do this during the same illness, he shall be fined two shillings and sixpence, and for a third neglect during the same illness his sick pay shall be suspended until the next monthly pay-day of his division, when, if no satisfactory explanation be given to the Executive Council, he shall be excluded from the Society.

Application for change of air.

(10) No application for change of air shall be recognised unless the member has been on the sick fund at least seven days immediately preceding the date of such application.

Notice of change of air.

(11) No sick member shall remove from his home or place of abode for change of air without first forwarding a certificate from his medical attendant that such step is necessary for the re-establishment of his health, and obtaining from the Secretary the necessary instructions. Should he omit to do so, he shall forfeit his sick pay during the time of his absence or be fined such sum as the Executive Council may deem sufficient to meet the circumstances of the case.

Payment of sick pay in advance for change of air.

(12) Should any sick member require assistance to remove for change of air, the Treasurer shall, on his application, pay him in advance, on account of his sick pay, any sum not exceeding

two weeks' sick pay for the purpose of conveying him to his place of destination, and such sick member must act in conformity with the Rules during his absence from home or he will forfeit all claims on the Society. Should such sick member declare off the funds before the expiration of the time for which he received the said advance, the sum so overdrawn shall be charged to his account, and, in case of death, shall be deducted from his funeral money.

Notice of return.

(13) Should any sick member return home, not having recovered from his illness, he shall, within twenty-four hours thereafter, give notice thereof to the Secretary, and to his visitors, or for his neglect be fined five shillings, and also forfeit all claims upon the Society during the time such neglect continues.

Removal otherwise than for change of air.

(14) Should any member require to change his residence while on the sick fund for other purposes than change of air, he shall give notice thereof to the Secretary in writing, stating that he is on the sick fund, before removing.

Sick hours and conduct.

(15) Should any member, while on the Fund, be seen gaming, or intoxicated with liquor, or be from home before eight o'clock in the morning, or after seven o'clock in the evening, from the day after September 30th to March 25th inclusive, or before six o'clock in the morning, or after nine o'clock at night, from the day after March 25th to September 30th inclusive, on the charge being proved, he shall for the first offence be fined five shillings, and for the second ten shillings, and for the third during the same illness he shall be excluded.

Penalty for working while on sick fund.

(16) If seen transacting any kind of business for profit or reward while on the Fund (signing a receipt or giving directions in his own residence excepted), he shall be fined any sum the Executive Council may think fit, not exceeding twenty shillings, or he shall be immediately excluded from the Society.

Declaration off the Fund.

Sick member to notify visiting member.

19.—(1) When any member has recovered from his illness sufficiently to enable him to resume his employment, he shall, before he be allowed to do any kind of work whatever, give notice in writing, on the same day that he declares off, to the members appointed to visit him, and also send, postage paid, a

declaration in the following form, addressed to the Secretary at the Registered Office:—

"—— Benefit Society.

I, —— [*here insert Christian and Surname*], No. ——, of the —— division, residing at —— [*here give the full address*], having recovered from my late indisposition, do hereby declare off the Sick Fund of the Society this —— day of ——, 19—, at —— o'clock in the —— noon."

Medical certificate.

(2) This declaration shall be accompanied by a medical certificate on the sick list, proving that he has had proper treatment and has fully or partially recovered from his illness.

Sick pay to stop from dismissal of visitors.

(3) Should the visitors be dismissed before the declaration off has been posted, the sick pay shall stop from the date of such dismissal.

Imposition and Special Sick Visitation.

Special supervision.

20.—(1) If at any time the sick rate in any particular district, or throughout the whole Society, shall appear to be excessive, the Delegates or the Executive Council shall have power to authorise such supervision of sick members as they may deem expedient.

Suspicious cases. Special medical examination and penalties.

(2) Should any suspicions arise respecting a member's illness or certificate on or off the sick fund, the Executive Council may employ a physician or surgeon to examine him, and make his report thereon, or require the member to furnish a special certificate signed by his own medical adviser as to the nature of his complaint. If the member refuses to be examined, or the physician or surgeon certifies that the member has made any false representation, and if the Executive Council is satisfied that he has imposed on the Society, he shall be excluded.

Withholding information of imposition.

(3) Any member knowing another to be imposing on the Society, and not giving immediate information thereof to the Secretary, shall be fined twenty-one shillings; and should any member detect any imposition on the Society's Fund, he shall be allowed such reasonable remuneration for his expenses and loss of time in connection with his giving information thereof to the Secretary as the Executive Council may think fit.

(4) All members whose services may be required for the extra supervision of the sick under this Rule shall be allowed such reasonable remuneration as the Executive Council may from time to time determine. Remuneration for services.

False or Fraudulent Medical Certificates.

21. A member who, for any of the purposes required in these Rules, produces, or causes or allows to be produced, a false or fraudulent medical certificate, or a medical certificate which has in any way been altered, amended, or defaced in any particular or detail, unless such alteration has been made and initialled by the doctor, shall, on the offence being proved, be fined such sum, not exceeding £1, as the Executive Council may determine, or be excluded from membership without prejudice to any criminal proceedings which may be decided upon.

Embezzlement of Society's Property.

22. Any member or officer of the Society who shall embezzle, waste, or misapply any money or moneys, or other property belonging to the Society, or impose, commit or attempt to commit fraud on it, or wilfully connive at any such offence being committed by any other person, by whatever artifice the embezzlement, waste, or misapplication, fraud, or imposition may be effected, shall, on full proof of guilt, be liable, if a member, to be immediately expelled from the Society, and, if a member of the staff, to be immediately dismissed; and the party so offending may be proceeded against according to law.

Lying-in Allowance.

23.—(1) The sum of one pound ten shillings shall be allowed for a free member's wife's lying-in, notice of which must be sent in writing by the member to the Secretary at the Registered Office, postage paid, within fourteen days afterwards, with the member's signature, registered number, and residence. Amount of allowance.

(2) A certificate in the following form, signed by the medical practitioner or midwife in attendance, shall be forwarded to the Secretary:— Certificate.

"This is to certify that I delivered Mrs. ——, of

No. ——, —— Street, of a —— [*living or dead, male or female*] child on the —— day of ——, 19—. Witness my hand ——, No. ——, —— Street."

The medical practitioner must add his or her qualifications after his or her signature on the certificate, and the midwife must sign her full name and state her full address on the certificate. If she cannot write she must make her mark in the presence of a free member, not being a relative.

Fine and forfeiture for not sending certificate.

(3) Any such member neglecting to send the required certificate within fourteen days after the birth of a child, shall be fined two shillings and sixpence; and if the same be not sent within three months after the birth, the claim to any benefit under this Rule shall be forfeited, unless satisfactory reasons are given to the Executive Council for the neglect to send the said certificate.

Payment of allowance.

(4) The said allowance shall be paid at the Registered Office, at the times stated in Rule 24, upon production of the marriage certificate of the member entitled thereto. Any member wishing the benefit to be sent by post must forward to the Secretary instructions, accompanied by the required certificate (post paid), requesting that a remittance for the amount be sent to him, payable at such Post Office as he shall direct.

No allowance for miscarriage or still-born child.

(5) No allowance shall be allowed for a miscarriage or a still-born child, unless such still-born child shall be proved by the certificate of a medical practitioner or midwife to have been at least a seven months' child.

Child by after-taken wife, and registration fee for after-taken wife.

(6) No member who has previously received death money for any former wife shall be entitled to receive benefit in respect of the birth of a child by any after-taken wife, unless such former wife has been dead for three years, and unless the sum of twenty-one shillings has been paid for registration of the after-taken wife, nor unless such registration fee shall have been paid at least twelve months before the birth of such child.

Payment of Lying-in Claims.

Time and mode of payment.

24. Lying-in claims shall be paid at the Registered Office daily from ten to five o'clock, and every Saturday morning from ten to twelve o'clock, to the respective claimants, or persons appointed to represent them. The Secretary shall take

receipts for all moneys so paid, and in case there shall be any moneys to be sent by post, shall forward the same, by postal order or cheque, at the option of the member, before six o'clock on each day.

Fire Claims in the case of Members joining after ——.

Condition and mode of application.

25.—(1) Should any free member have the tools or implements of his trade or calling destroyed or damaged by fire, and make a claim on the Society for compensation on account thereof, every such claim shall be accompanied by a certificate, signed by two free members or respectable householders resident in or near the place where the damage or loss was sustained, that to the best of their knowledge and belief the fire was not wilfully occasioned by such member, and shall be authenticated by a statutory declaration, to be made by such member before a magistrate, to the effect hereinafter mentioned.

Amount of benefit.

(2) The Society shall, upon the claim being satisfactorily established, indemnify such member for his loss to any amount not exceeding fifteen pounds.

Notice of claim.

(3) Every member who shall be entitled under this Rule to claim any compensation on account of any such loss or damage by fire, shall give notice of the same to the Secretary within forty-eight hours after such fire, and shall, without any unnecessary delay, furnish to the Secretary a list of the articles so destroyed or damaged, with the estimated value thereof, at the time of the fire, set against each.

Members also insured elsewhere.

(4) Should the member be compensated by, or entitled to compensation from, any other source in respect of such loss, the particulars of the same shall be declared at the time of making the claim, and in that case this Society shall only be liable to pay its just share or proportion of the total loss incurred. The declaration required by this Rule shall include a statement that all the articles in respect of which the claim is made were the claimant's own property, and that he has not received, and is not entitled to receive, compensation for such loss or damage from any other source whatsoever, and that the fire was not wilfully occasioned by him.

Imprisonment for Debt.

Allowance.

26.—(1) Should any member of this Society be in distress and actually confined within the walls of a prison for disobedience to the order of a Judge for payment of debt, such debt having been contracted at least six months after he became a free member thereof, and not on account of any fine or penalty levied on him in consequence of any prosecution whatever, he shall be allowed five shillings per week for a period not exceeding three months.

Disqualification.

(2) All such claims must be submitted to and approved of by the Executive Council before any allowance is paid. But should it appear that in consequence of any bad conduct, either in the manner of contracting the debt or otherwise, he precludes himself from receiving any legal benefit intended for unfortunate honest debtors, he shall cease to have the said allowance.

Contributions.

(3) No member entitled to the above allowance of five shillings per week shall be required to pay any contribution money while in confinement, or be allowed any benefit as a sick or otherwise afflicted member; but in case of death the full sum shall be allowed for his funeral, or that of his wife, and also the same allowance as another member at the lying-in of his wife.

Distressed Members.

Case to be laid before Secretary.

27.—(1) Any member of one year's standing and upwards who is unable, from want of employment or other distressing circumstances, to pay his current contributions to the Society, may lay his case before the Secretary, accompanied by suitable proofs of its genuineness.

Executive Council.

(2) Cases with which the Secretary cannot deal shall be laid before the Executive Council, who shall have power, at their discretion, to remit the payments due from such distressed member to any amount not exceeding one quarter's contributions.

Periods of assistance.

(3) No member shall be thus assisted oftener than once in twelve months, nor more than six times during the entire period of his membership; but a member so assisted may redeem his obligation by refunding the amount of contributions and fines remitted, such redemption to operate as a rescission of the grant.

False statement.

(4) Should it be discovered that the member has made any false statement in his application, he shall be excluded.

(5) All such applications for remission of contributions will be investigated (where practicable) by a special sick visitor, who will report thereon on a form to be supplied by the Secretary. Reference of application to special sick visitor.

(6) All moneys thus remitted shall be provided for by means of a contribution not exceeding one penny per quarter from all the members on the Society's books. Levy for remission.

(7) One penny per year more shall be contributed per member to establish a Contingent Fund, such fund to be kept separate and be used for the purpose of assisting members in distress. Contingent Fund.

Convalescent Homes.

28.—(1) Any free member who has been on the funds of the Society for not less than two weeks, and who is recommended by his medical attendant for change of air, may apply to the Secretary for assistance to enable him to obtain the advantages of a convalescent home or sanatorium. He shall forward a certificate in the following terms:— Conditions of eligibility.

MEDICAL CERTIFICATE.

This is to certify that —— has been under my care since —— suffering from ——. He is now convalescent, and I consider change of air is absolutely necessary* to facilitate his recovery. I recommend that he be sent to the —— Convalescent Home.

Signature ——.

Address ——.

Qualifications ——. Date ——.

All applications to be made to the Secretary, who shall have power to deal with the same, and report to the Executive Council at each quarterly meeting.

(2) In cases of suspicion the Secretary shall have power to investigate. Suspicious cases.

(3) Each member of the Society shall pay a contribution of one penny per quarter, which shall form a separate fund for the provision of this benefit. Cost to members.

(4) The Executive Council shall open a separate account with the Society's bankers, and shall cause an account to be kept of Annual report to delegates.

* If not absolutely necessary, please say so, as under no other conditions can the claim be granted.

all moneys received and expended in connection with this fund, making a full report to the Delegates at each annual meeting.

Disposal of fund.

(5) The Executive Council shall not expend a larger sum than is received from the members for this fund. Any surplus remaining at the end of each year, after all expenses have been paid, shall be invested in the purchase of freehold ground rents or upon the mortgage of freehold or leasehold property, in accordance with Rule 6, or disposed of in such a manner as the Delegates may consider will best secure to the sick members the full advantages from residence in convalescent homes.

Limit of claims.

(6) No member shall be entitled to receive the convalescent homes benefit more than once in two years.

Exceptional cases.

(7) The Secretary shall have power in exceptional cases to grant this benefit to members who have been on reduced sick pay allowance not longer than twelve months.

Funeral Allowance.

Certificate and rates of allowance.

29.—(1) At the decease (otherwise than at sea or as provided by the Act, when satisfactory proof must be produced) of any member or member's wife, the Registrar's certificate of the death shall be sent or brought to the Secretary at the Registered Office, by the claimant or claimants, within fourteen days afterwards, upon receipt of which, together with the marriage certificate (in the case of a married member, or the wife of a member), the Secretary shall give to the person or persons entitled by law to receive the same, an order on the Treasurer for a sum of money according to the following scale, viz.: if the deceased shall have been a member six months, six pounds; if a member nine months, nine pounds; and if a member twelve months, twenty pounds. No benefit shall be payable for less than six months' membership.

Member's wife.

(2) At the death of a member's wife, half of either of the above sums shall be allowed, to be regulated in the same manner.

Member's second wife.

(3) Any member having received funeral money for a wife shall not be again entitled to receive a wife's funeral money until he has been married to her three years, and paid the sum of twenty-one shillings for her registration at least twelve months before any claim for death money in respect of such wife shall have been made.

Deductions.

(4) All arrears due from any deceased member shall be deducted from the funeral money payable in respect of such member.

(5) No claim shall be entertained unless presented within twelve months of the time of death. Time limit of claim.

(6) The widow of a deceased member may, upon the payment of 1*s.* per quarter to the funeral fund of the Society, become and remain a member as long as she continues the said quarterly payment, for the purpose only of insuring the sum of £—— at her death, and for any nomination of the same. Widows.

It shall be the duty of the Secretary to inform every member's widow of this privilege within 14 days after he receives notice of her husband's death.

Nominations.

30.—(1) Every member not under the age of 16 years may, in pursuance of the power in that behalf given by the Act, nominate a person or persons to whom any sum of money payable by the Society on his death, not exceeding £100, shall be paid on his decease.

(2) All such nominations shall be made by writing, under the hand of the member, delivered at or sent to the Registered Office of the Society, or may be made in a book kept at such office.

(3) No person so nominated may be an officer or servant of the Society unless that officer or servant is the husband, wife, father, mother, child, brother, sister, nephew or niece of the nominator.

(4) A nomination so made may be revoked or varied by any similar document, under the hand of the nominator, delivered, and sent or made as aforesaid, but a nomination is not revoked by a subsequent will.

(5) The marriage of the member shall operate as a revocation of any nomination theretofore made by him.

(6) The Secretary shall keep a book in which he shall record every such nomination, revocation and variation.

(7) The nominating member shall pay 3*d.* to the management fund for the recording of every such nomination, revocation or variation.

(8) The Secretary shall ask every new member to nominate within three calendar months after his admission, and for every neglect so to ask the Secretary shall be fined 3*d.*

Members Dying Intestate.

31. If any member at the time of his decease, being entitled to death allowance, has neither wife nor child, and has not bequeathed his property to any person by a will, nor made a nomination according to Rule 30, the Society may, in the absence of proof of any claim to the allowance, provide a decent funeral, and the surplus of the funeral money (if any) shall be paid to any person who may thereafter appear to the Trustees to be entitled by law to receive the same.

Benefits in case of Members Residing or Travelling Abroad.

Sickness benefits.

32. A member leaving the United Kingdom who continues to pay the contributions and levies required under Rule 10 shall be entitled to all benefits (fire claims excepted). In the event of sickness he shall send a declaration on the fund in the terms required under Rule 14 together with a certificate signed by a duly qualified medical practitioner stating the complaint from which he may be suffering, such certificate to be attested by the nearest British Consul, Notary Public or Minister of Religion. Should the member continue sick he shall send a medical certificate weekly, similarly attested, or no sickness pay shall be allowed. No sickness benefit shall be allowed for any period beyond the date of the latest medical certificate received by the Secretary. The payment for sickness benefit shall be calculated from but exclusive of the date the member is duly certified to be sick, to the inclusive date of his declaration off; such declaration off must be verified in the manner described in Rule 19. The member shall, in every case, pay all costs of transmission and postage, which shall be deducted from the amount due to the member. Any member leaving the country as aforesaid shall give seven days' previous notice to the Secretary stating the name of the vessel and port of departure or the benefits herein named will become forfeited.

Payments of sickness allowances.

Sickness allowances under this Rule shall be despatched fortnightly, the first payment to be made after the receipt of the second medical certificate of continuing illness.

Supervision.

The Executive Council shall make and enforce such regulations for the supervision of sick members abroad as are necessary, and may from time to time amend such regulations as required.

Should a quinquennial valuation disclose that the liabilities for members residing abroad, incurred in any particular locality by the Society under this Rule are such as in the opinion of the Society's Actuary necessitate:— Reduction, &c. of benefits.

(1) A cessation or reduction of sickness allowance to such members, or

(2) An increase of contributions from such members,

the Board of Delegates shall have power to determine or reduce the sickness benefits, or to increase the contributions, or both, to such an extent as may be recommended by the Actuary.

Should any sick member be ordered by his medical attendant to any foreign hospital, convalescent home, or sea voyage, for the recovery of his health, his sick pay shall continue, according to Rule 18. Such member shall supply the Secretary with satisfactory evidence of his continued sickness.

Accusations against Members.

33.—(1) Should any member be charged with a breach of these rules for which the penalty is exclusion, non-payment of contributions excepted, he shall be summoned to hear, and answer, such charges, which charges shall be distinctly stated in the summons. Summons.

(2) If any accused member neglects or refuses to attend for two meetings after being summoned (without assigning a satisfactory cause for his absence to the Executive Council, before whom his case may be brought), the said Executive Council shall proceed to adjudicate in his absence. Neglect to answer summons and adjudication.

(3) Any member or officer circulating, or causing to be circulated, any report detrimental to the Society, or to the discredit of the members or officers of the Society, unless he can prove the truth of the same, shall be fined ten shillings. Detrimental report, and fine.

Felony.

34. Should any member of this Society be convicted of felony, he may be excluded from the Society if the Executive Council think fit.

Withdrawal of Members.

35. Should any member be desirous of withdrawing from the Society (otherwise than by suspension and exclusion as hereinbefore provided), he shall give notice in writing to the Secretary of his intention to resign all claim upon the Society, and also clear the books of all arrears up to the date of such notice, and

in default of such notice having been given and such arrears paid, he shall be responsible for all sums due by him at the time of his exclusion for non-payment.

Purchase of Infirm and Aged Member's Interest.

36. Should any aged or afflicted member be desirous of withdrawing from the Society and resigning all claim upon the funds thereof, the Executive Council shall, upon application, have power to grant such sum to the member so applying as in their opinion will be a fair and equitable compensation for his interest in the Society; the said member to give a full and entire acquittance to the Society in consideration of the same.

Members Excluded from the Society.

37. Every member excluded from the Society shall thereby cease to be a member, and shall forfeit all moneys which he has paid to the Society, and all benefits and privileges accruing subsequently to the date of his exclusion, but this Rule shall not prevent the reinstatement of any such member under the provisions of Rule 10.

Change of Residence.

38. When any member changes his residence or has his address altered, he shall give notice thereof, in writing, to the Secretary, postage paid, at the Registered Office, within seven days after such removal or alteration in the following form:—

"I removed from, *or* my address has been altered from —— [*here give the old address*] to —— [*here give the new address*], on the —— day of ——, 19—,

Name ——,

Number ——,"

or, for neglect thereof, be fined one shilling. If, through the omission to give such information, any letter or notice sent to a member by the Society should be returned, he shall be subject to the same fines as though he had received such letter or notice and not attended to it.

Election and Duties of Delegates.

Constitution of delegate board and mode of election.

39.—(1) Every annual or special meeting of the Society shall be constituted of a Board of Delegates, to be elected in the manner hereinafter provided. One half of the Board shall be a

quorum at any meeting. The determination of the Board shall be that of the Society in a general meeting. For the purpose of representation the Society shall be allocated into districts. Each district shall contain approximately 1,000 members. Each district shall have one Delegate. No new allocation or allotment of districts shall be made oftener than once in every sixth subsequent year from the date of the first election under this rule. The Delegates shall be elected triennially in the following manner:—

Nomination.

Every free member shall be entitled to nominate one other free member of five years' standing and upwards as a Delegate. Every candidate must receive the assent of twenty other free members. No member shall nominate or assent to more than one candidate. The candidate, nominator, and assentors shall reside within the district for which such candidate is nominated. The candidate shall reside in the district for which he is nominated at least three calendar months prior to the date of nomination. The nominations shall be sent to the Secretary by the first of February in the year of election. Nominations and assents shall be given in writing on the printed forms to be obtained from the Secretary, which shall bear the name of the candidate, the signatures, registered numbers, and addresses of the assentors, accompanied by a letter from the candidate signifying his willingness to serve. The Secretary shall, within ten days after the last day for the receipt of nominations, send to every candidate a list of the candidates duly nominated with their addresses. Any candidate within seven days of the receipt of such list may retire by notifying the same in writing to the Secretary. A list of the names, registered numbers, date of entry in the Society, and addresses of the candidates nominated for each district, arranged in alphabetical order, shall be issued to each member who resides in such district, on a prepaid voting paper inserted in the Annual Report. Every member shall have the right to give one vote only, by placing a (×) opposite to the candidate's name for whom he votes, duly authenticated by his signature, number, and address. The voting paper shall be sent direct to the Secretary, at the Registered Office, by an appointed day. The Secretary shall instruct the Society's clerks and other trustworthy persons (if necessary) to count the votes, and he shall declare the result of such election to the successful and unsuccessful candidates. The candidate receiving the highest number of votes in the district for which he is nominated shall be declared duly elected as Delegate for that district by the

Withdrawal of candidates.

Secretary, and shall receive notice thereof thirty-five days before the annual meeting. In the event of an equal number of votes being recorded for two or more candidates in any one district, the candidate of senior membership in the Society obtaining such equal number of votes shall be declared duly elected as Delegate for the district. Should only one nomination be received from any district, the candidate nominated shall be declared duly elected, and instead of a voting paper an intimation of his election shall be inserted in the Annual Report.

Bye-elections.

(2) On receipt by the Secretary of a requisition signed by twenty free members residing in any district for a bye-election to fill up any vacancy caused by death, resignation, or otherwise, the Secretary shall thereupon arrange for such bye-election. The result of such election shall be declared by the Secretary within seven days from the date fixed for the election. Any district not sending a Delegate shall nevertheless be bound by the proceedings of the meeting.

Annual meeting.

(3) The candidates elected by the districts at each triennial election shall be the Delegates for the ensuing three years, and the Secretary shall forthwith summon them to meet, fourteen days' notice being given them of such meeting, which shall be called the annual meeting, and be held in Whitsun week. All subsequent annual meetings shall be held in Whitsun week. The retiring Board of Delegates shall remain in office until the new Board has been declared duly elected.

Executive Council.

(4) The members of the Delegate Board who constitute the Executive Council shall remain in office until the duties of their successors commence. All members of the retiring Executive Council who are not elected as Delegates shall be eligible to attend the annual meeting, but shall have no vote.

Business of annual meeting.

(5) The business of the annual meeting shall comprise the election of President and Vice-President of the Society; the consideration of the Annual Report and Balance Sheet, Report of the Executive Council, and matters that may arise therefrom; the Report of the Executive Council, on the administration of the Convalescent Homes Benefit, under Rule 28; the election of the Executive Council, Trustees, Auditors, and Arbitrators, according to the Rules. Any other business not contrary to the Rules may also be considered, provided notice of the same shall have been received by the Secretary at least twenty-one days before the

meeting. A statement of all such business shall be sent to the Delegates with the notice of meeting.

(6) Such annual meeting shall commence on a Tuesday at ten o'clock a.m. Time of meeting.

(7) Standing orders for the Board of Delegates shall be adopted at each Delegate meeting and be binding on the meeting. Standing orders.

(8) The Delegates residing within thirty miles from the Registered Office of the Society who attend the annual or special meetings shall be paid ten shillings and sixpence each per day or part of a day occupied by the meeting, and one return omnibus or third-class railway fare to and from their residences for each attendance during the period their services may be required for the business of the meeting. Delegates residing beyond thirty miles from the Registered Office of the Society shall be paid fifteen shillings per day or part of a day occupied by the meeting, and one return omnibus or third-class railway fare to and from their residences for the meeting. Payment of delegates.

(9) A special meeting of the Delegates may be called at any time by the Secretary or by the Executive Council, or upon a requisition signed by 100 Delegates, or 1,000 free members, such requisition to state fully the purpose of the meeting. Every requisition must bear the signatures and registered numbers of the requisitionists. No requisition shall be valid unless it be in strict conformity with the above requirements. Special meetings.

(10) The Secretary shall within twenty-one days of receipt of a requisition call a special meeting, giving the Delegates fourteen days' notice thereof. All requisitions must be on an official form to be obtained from the Secretary. Secretary to call special meeting.

(11) Any meeting of Delegates may be converted into a special meeting for the purpose of altering or amending any Rule, of which proper notice has been given, on the vote of two-thirds of the Delegates present at the meeting. Conversion of annual to special meeting.

(12) The Delegate Board shall have full power to reverse any decision of the Executive Council or of any Sub-Committee thereof at any annual or special meeting by the vote of a majority of the Delegates present at such meeting. Reversal of decisions of executive council.

(13) The Chairman and Vice-Chairman of the Delegate Board shall be respectively President and Vice-President of the Society by virtue of their office, and shall be elected from and by the Board of Delegates. President and vice-president.

Election and Duties of the Executive Council.

Formation of executive council, and election.

40.—(1) The Society shall have a Committee of Management, in these Rules termed Executive Council, which shall consist of twenty Delegates, who shall be elected by the Delegate Board from its members at the first annual meeting after each triennial election. The Executive Council shall be nominated and elected in open Delegate meeting by voting papers, and shall serve for a period of three years. Should there be an equality of votes for any candidates, the names of such candidates shall be again submitted to the meeting.

Junior society.

(2) The Executive Council, as Committee of Management, shall exercise all functions conferred upon the Committee of Management of the —— Society under the Rules of the Junior Section or otherwise.

Vacancies.

(3) Any member of the Executive Council who shall cease to be a Delegate shall at once vacate his seat on the Executive Council. Should a vacancy occur on the Executive Council, it shall be filled up by taking the first name in order on the list of unsuccessful candidates. Should there be no such list, the Delegates shall fill up the vacancy at their meeting next after the date when the vacancy occurred in manner hereinbefore provided for election of members of Executive Council. During the period of a vacancy the Executive Council and all Sub-Committees thereof shall be deemed duly constituted and empowered as if no such vacancy existed.

Term of office.

(4) Any Delegate so elected to the Executive Council shall serve for the unexpired term of office of the Councilman whose place he is elected to fill. Each Executive Council shall remain in office until the duties of its successor commence.

Powers of executive council.

(5) The Executive Council shall, subject to Rule 61, have full power to determine all matters submitted to them, provided the same be not contrary to the Rules of the Society, and their decision shall not be subject to any revocation or disallowance, except by a majority of the Delegates present at an annual or special meeting.

Quarterly accounts.

(6) The Secretary shall in every quarter lay before the Executive Council a statement of all moneys received and expended by the Society during the preceding quarter, the statement to be examined, and, if found correct, signed by the Chairman; but

should any error be found in the statement, the Executive Council shall order the same to be rectified in the next quarterly statement.

Consent to investments.

(7) The Executive Council may consent to the investment from time to time of the funds of the Society in the manner provided in Rule 6, and as the Executive Council may thereunder direct, subject to investigation by a Sub-Committee of their number as constituted under Rule 42.

Extraordinary meeting.

(8) An extraordinary meeting of the Executive Council may at any time be convened by the Chairman, or the Secretary, or the Trustees, or upon a requisition in writing signed by ten members of the Executive Council. Such requisition shall state distinctly the purpose or purposes for which a meeting is so convened. The Secretary shall within fourteen days of receipt of such requisition convene a meeting of the Executive Council, giving each member thereof three clear days' notice of such meeting. Should the Secretary or Assistant Secretary neglect, be unable, or refuse to convene such meeting, the Chairman may convene the same.

Time and adjournment of meetings.

(9) The Executive Council shall have full power to adjourn their meetings from time to time as often as in their judgment the Society's business may require. Every meeting of the Executive Council and adjournment thereof shall commence at half-past ten o'clock a.m.

Power to summon members.

(10) The Executive Council, or any Sub-Committee thereof, shall have power to summon any member of the Society before them. Any member so summoned shall be entitled to reasonable compensation for his trouble, provided he is not proved guilty of any charge or charges made against him. A member who shall not present himself in accordance with the summons of the Executive Council, unless he can show good and sufficient cause for his non-attendance, or who shall leave the meeting of the Executive Council or any committee thereof without permission of the Chairman, shall be fined two shillings and sixpence.

Standing orders and quorum.

(11) The Executive Council shall have power to make Standing Orders for the conduct of their meetings. Such Standing Orders shall be observed at all meetings of the Executive Council. At a meeting of the Executive Council twelve shall be a quorum, and the Chairman shall have a casting vote in addition to his own. Every question before the Executive Council shall be decided by the majority present at the meeting. Should there not be sufficient members present at any meeting to form a quorum, those present shall adjourn to such a day as they shall determine,

and the absentees shall be fined five shillings each for their non-attendance.

Refusal to perform duties, and vacancies.

(12) Any member refusing to perform the duties of his office after being duly elected shall be fined ten shillings. Any duly elected member not being able to perform his duties may send his resignation in writing to the Secretary. Any member being absent from his duties on the Executive Council for three consecutive months, except through illness, shall cease to be a member of the Executive Council.

Payment of Council and disqualification.

(13) Every member of the Executive Council shall be paid for his attendance at any Executive Council Meeting in the same manner and on the same scale as the Delegates are paid. No member of the Executive Council shall, directly or indirectly, enter into any contract with the Society for supplying any goods, or, except as otherwise provided in the Rules, for doing any work on behalf of the Society for any remuneration. Any member so doing shall be disqualified from office.

Dereliction of duty by officers.

(14) If the Secretary, Assistant Secretary, Treasurer, or any Trustee shall fail or refuse to carry out his duty under the Rules, the Executive Council shall, within twenty-eight days of their deciding that such dereliction of duty has been committed, call a special meeting of the Delegates and submit such conduct for their consideration.

Sub-Committees of Executive Council.

(15) As early as convenient after their election the Executive Council shall appoint three Committees from their number, viz.:

An Appeals (or Reference) Committee,

A Finance Committee, and

A General Purposes Committee.

(16) The Executive Council shall have power to form an Association or Committees of members in any district for the purpose of furthering the interests of the Society.

The duties of such Committees and also the payment of expenses for the work performed shall be governed by regulations made by the Executive Council, subject to the approval of the Delegate Board.

Appeals Committee.

Constitution.

41.—(1) The Appeals (or Reference) Committee shall consist of five members of the Executive Council, who shall consider all questions in dispute between members of the Society and the Society. All such appeals shall be made within six months from

the time of the first intimation of the official decision to the member.

Powers.

(2) The Appeals (or Reference) Committee shall have full power to summon any member of the Society before them for the purpose of investigating any case or matter which in their judgment requires investigation with a view to the welfare of the Society, or for securing the rights under the Rules of any individual member.

Members excluded or summoned.

(3) Any member excluded from the Society by the Appeals Committee shall have the power of appeal to the Executive Council, provided such appeal be made within a period of six months of the notification of his exclusion. Any member summoned by the Appeals Committee shall be entitled to reasonable compensation for his trouble, provided he is not proved guilty of any charge or charges that shall be made against him. Any member so summoned who shall not present himself as appointed, unless he can show good and sufficient cause for his non-attendance, or who shall leave the meeting of the Committee without the permission of the Chairman, shall be fined two shillings and sixpence.

Finance and Investment Committee.

Constitution.

42.—(1) The Finance Committee shall consist of seven members of the Executive Council, and, when advising upon investments, of the four Trustees in addition.

Duties.

(2) The duties of the Committee shall relate to all matters in connection with the Society's Funds other than those dealt with by the Secretary and Treasurer under the Rules.

Powers of investment by Trustees, and approval required.

(3) The Trustees shall have full power to invest the Funds of the Society not required for current business in any manner laid down by the Rules, subject to the consent of the Executive Council. The approval of at least seven out of the eleven members of the Committee shall be required before any proposed investment shall be completed.

General Purposes Committee.

43. The General Purposes Committee shall consist of five members of the Executive Council, who shall by its authority transact such business and perform all duties connected with the affairs of the Society as are not otherwise provided for in the Rules.

Committee Regulations.

44. The decisions of all Committees shall be subject to revision or reversal by the Executive Council or the Delegate Board. Every Committee meeting and adjournment shall commence not later than half-past ten o'clock a.m. Every member of the Committee shall be paid for his attendance at any Committee Meeting in the same manner and on the same scale as Delegates are paid.

Attendance of Members Holding Office.

45. A list of all members holding office in the Society, with their names, numbers, and divisions, shall be placed in a conspicuous position in the Executive Room; and an attendance book shall be kept, in which each such member shall sign his name on every occasion of his attending at the Registered Office on the business for which he is elected.

Allowances for Extraordinary Business.

46. Should any member of any Committee or Sub-Committee or other member be employed or engaged in transacting any extraordinary business for the Society (extra supervision of sick members under Rule 20 excepted), they shall each be allowed a reasonable rate of remuneration, not exceeding eight shillings (8*s*.) per day, all expenses included (coach or railway fare excepted), unless otherwise determined by the Executive Council, who shall decide the propriety of all such claims at their next meeting.

Preservation of Order.

47.—(1) Should any member use profane or obscene language, or enter the Registered Office in a state of intoxication during the transaction of business, or refuse to keep order at the request of the President or Chairman, he shall for the first offence be fined two shillings and sixpence, for the second five shillings, for the third ten shillings, and be compelled, by order of the President or Chairman, to quit the premises.

(2) Should the offence occur when the Delegate Board, Executive Council, or Committees are not sitting, the Secretary shall bring the matter before them at their next meeting.

Admission of Strangers.

48. No stranger shall be allowed to remain in the Executive Council room during the transaction of business, except by consent of the Committee then sitting, and with the understanding that he is not to interfere in the Society's business.

Election and Duties of Trustees (f).

49.—(1) There shall be —— Trustees of the Society, who shall be elected in the following manner: Each candidate must be a member of at least ten years' standing, and shall within three months after his election reside permanently as a householder within ten miles of the Registered Office of the Society. Each candidate must be nominated by a free member. Number and qualification.

(2) Every Trustee shall hold office until a successor has been appointed; and no motion for the removal of an existing Trustee and the appointment of a successor shall be made at any meeting of the Delegates for the triennial election of officers, unless due notice of the name of the candidate has been given by one or more Delegates, pursuant to Rule 39. Term of office.

(3) All elections of Trustees shall be in open Delegate Meeting by voting papers. Every nomination of a candidate for the office of Trustee shall be sent to the Secretary in writing by a date to be announced, accompanied by a letter from the member nominated, signifying his willingness to serve. A list of the candidates thus nominated, arranged in alphabetical order, with their places of abode and date of entry in the Society, shall be sent to each Delegate with the notice for the meeting at which the elections are to take place. The Trustees shall serve during the pleasure of the Society. Should there be an equality of votes for any candidates, the names of such candidates shall be again submitted to the meeting. Mode of election.

(4) Any Trustee who shall cease to be a member of the Society, or who shall remove beyond ten miles from the Registered Office, and shall continue so residing for a longer period than three calendar months, or who shall become chargeable to the reduced sick pay fund, or shall become a bankrupt, or be imprisoned for debt, or who shall from any cause become incompetent to perform the duties of his office, and shall so continue for a period of three Removal from office.

(f) A society may have any number of trustees, but three is the most usual number.

calendar months, shall thereupon cease to hold the position of Trustee.

Announcement of vacancy.

(5) When, and so often as any vacancy shall occur in the number of Trustees, such vacancy shall be announced in the next Annual Report, or by an advertisement in six leading newspapers, and by notice to each member of the Board of Delegates, and shall be filled up in the manner already provided at any Annual or Special Meeting of Delegates.

Copy to be sent to Registrar.

(6) A copy of the resolution of appointment signed by the Trustees shall be forwarded within fourteen days by the Secretary to the Registrar of Friendly Societies in the form prescribed by the Treasury regulations.

Duties.

(7) The Trustees shall meet on a convenient day shortly before the annual meeting of Delegates in each year, for the purpose of inspecting the deeds and securities lodged with the Society's bankers, and shall report in writing to the Delegates that they have done so and have found the whole of the deeds and securities intact, or as the case may be. The Trustees shall arrange for one or two of their number to attend at the Registered Office of the Society for the purpose of signing cheques or drafts upon the Treasurer, in accordance with the instructions of the Executive Council. The Trustees may attend all Delegates' Meetings and receive the same remuneration as the Delegates, with power to speak on all questions before the Board. They shall also meet as often as may be necessary for the proper discharge of the duties of their office. A meeting of the Trustees can be called at any time by the Secretary, Chairman of the Executive Council, or two Trustees.

Payment.

(8) For all meetings of the Trustees, and for every other occasion when they may be required to attend at the Registered Office or other place, the Trustees present shall each receive the sum of six shillings for each attendance.

(9) The Trustees shall be the persons to sue and be sued on behalf of the Society.

Safe Custody of Deeds and Securities.

Securities.

50.—(1) The deeds and securities of the Society shall be deposited in the Society's safe at their bankers, and the bankers shall not give access to the safe except upon a written request of three Trustees and the Secretary (or Treasurer), all of whom shall attend personally at the bank. Other valuable documents and

books shall be deposited daily in the Society's strong rooms. Two keys shall be provided for the safe at the bank, and also two keys for each strong room, one of each to be held by the Secretary and the Treasurer.

(2) The Society's subsidiary deeds and documents shall be deposited in the strong room of the Society's Office, and the Secretary, Assistant Secretary, Treasurer, and Trustees shall each hold a key thereof. Subsidiary deeds.

Election and Duties of Secretary.

51.—(1) There shall be a Secretary, who shall continue in office, unless cause be shown which the Delegates may consider of sufficient gravity to warrant his removal, in which case a majority of the Delegates present at an annual or special meeting shall have power to remove him accordingly. Tenure of office.

(2) Notice of such charge or charges shall be sent in writing to the President, Chairman of the Executive Council, and Secretary, twenty-one days before the day appointed for the said meeting. Notice of charges.

(3) As often as any vacancy may take place on account of the death, removal, or resignation of the Secretary, such vacancy shall be filled up as follows:—The Executive Council shall cause advertisements for candidates for the said office to be inserted in the daily Press; the selected candidates to be recommended to the Delegates for the appointment. The election shall be conducted by ballot at the said special or annual meeting, which shall be held not later than three months after such vacancy shall occur, and the candidate who shall have the largest number of votes shall be declared duly elected as Secretary of the Society. Vacancy and election.

(4) The Secretary shall attend at the Registered Office daily. He shall keep a correct account of all moneys received and expended by him on behalf of the Society. He shall enter or cause to be entered in the minute books the proceedings of the Delegate Meeting, Executive Council, and Committees. He shall duly prepare the various returns required by law, and forward the same to the Registrar in due course. He shall have the entire control of the office staff for the due performance of the office work, but all questions of salaries, appointments, promotions, and dismissals shall be subject to the approval of the Executive Council. Attendance and duties.

Remuneration.

(5) The Secretary shall be allowed for his services and attendance such remuneration as the Delegates may from time to time determine, payable quarterly, for which he shall give a proper receipt; such salary not to be increased unless the increase be sanctioned by a majority of Delegates present and voting at an annual or special meeting. The Secretary shall give security, pursuant to the Friendly Societies Act, 1896, to the amount of five hundred pounds.

Election and Duties of Assistant Secretary.

Appointment and duties.

52.—(1) There shall be an Assistant Secretary, whose appointment or removal shall be conducted and governed in accordance with the conditions of Rule 51. The Assistant Secretary shall attend at the Registered Office daily, and shall assist the Secretary in the discharge of his duties in such a manner as he shall direct. Should the Secretary be absent from the office, or unable to perform his duties, the Assistant Secretary shall be responsible to the Executive Council for the due performance of all the duties prescribed in Rule 51.

Remuneration.

(2) The Assistant Secretary shall be allowed for his services and attendance such remuneration as the Delegates may from time to time determine, payable quarterly, for which he shall give a proper receipt; and his salary shall not be increased, unless the increase be sanctioned by a majority of Delegates present and voting at a special or annual meeting. The Assistant Secretary shall give security, pursuant to the Friendly Societies Act, 1896, in the amount of five hundred pounds.

Election and Duties of Treasurer.

Appointment.

53.—(1) There shall be a Treasurer, whose appointment or removal shall be conducted and governed by the conditions of Rule 51.

Vacancy.

(2) During a vacancy the Executive Council shall appoint a qualified substitute.

Duties.

(3) The Treasurer shall attend at the Society House every day during office hours, to receive, check, and pay all moneys, keep the Society's cash book, and pay all balances into the bank daily. He shall also be required to attend at the Registered Office every Friday evening from four till half-past seven o'clock, and on

Saturday morning from ten till twelve, to pay the sick and other claimants, and shall, before four o'clock on each Friday evening, procure the cash or money orders for the amount due to each sick member, who shall have, in writing, directed the same to be sent. He shall, whenever required by the Trustees, Executive Council, or Meeting of Delegates, render a just and true account of all moneys received and paid by him on account of the Society, and the balance, if any, from time to time in his hands shall be duly certified by the Auditor and submitted to the Executive Council at their quarterly meetings.

(4) The Treasurer shall be allowed for his services and attendance such sum as the Delegates may from time to time determine, payable quarterly, for which he shall give a proper receipt; such salary not to be increased unless the increase be sanctioned by a majority of the Delegates present and voting at an annual or special meeting. The Treasurer shall give such security, pursuant to the Friendly Societies Act, 1896, as the Executive Council shall from time to time determine, not being less than five hundred pounds. Remuneration.

Books of Account.

54.—(1) The Executive Council shall cause the accounts of the Society to be regularly entered in proper books. Separate accounts shall be kept of all moneys received or paid on account of every particular fund or benefit assured by the Society, for which a separate table of contributions payable is adopted, distinct from all moneys received and paid on account of any other benefit or fund. A separate account shall also be kept of the expenses of management of the Society, and of all contributions on account thereof. Separate accounts to be kept.

(2) All sums received on account of fines and notices shall be carried to the credit of a Management Account, and the deficiency, if any, upon such account, after charging it with all outlay of and incident to the management, the fees and expenses of the Delegates, Trustees, Executive Council, and Committees, shall be raised by levy upon the members. Funds to be maintained by fines and levy.

Inspection of the Society's Books.

55. Every member or person having any interest in the funds of the Society shall be at liberty to inspect the books thereof at

the Registered Office of the Society, or at any other place where the same are kept, at all reasonable times within the hours of business, and it shall be the duty of the Secretary to produce them for inspection.

Election and Duties of Auditors.

Number and election of auditors.

56.—(1) There shall be elected triennially, at an Annual Delegate Meeting, eight free members, not being Delegates, to be Auditors for the ensuing three years. The present Auditors shall hold their offices until the appointment of their successors, and shall be eligible for re-election.

Nomination and mode of election.

(2) Every nomination shall be sent to the Secretary in writing, by a date to be announced in the Annual Report. Nominations for the election of Auditors may be sent by any free member to the Secretary, duly signed by twenty free members as assentors, accompanied by a letter from the candidate signifying his willingness to serve if elected. The nomination paper shall state the occupation of the candidate and his date of entry into the Society. A list of the candidates thus nominated, arranged in alphabetical order, with their places of abode and date of entry in the Society, shall be sent to each Delegate with the notice for the meeting at which the elections are to take place. The Auditors shall be elected in open Delegate Meeting by signed voting papers, and after the first election they shall serve for a period of three years, being eligible for re-election if qualified to serve. Should there be an equality of votes for any candidates, the names of such candidates shall be again submitted to the meeting.

Vacancies.

(3) Should a vacancy occur in the list of Auditors, it shall be filled up by taking the first name in order on the list of unsuccessful candidates. Should there be no such list, the Delegates shall fill up the vacancy at their meeting next after the date when the vacancy occurred in manner hereinbefore provided for election of Auditors.

Duties.

(4) The Auditors shall meet at the Registered Office as soon as convenient after the expiration of each quarter, carefully examine the books and accounts of the Society, and compare them with the orders and vouchers for payment, and examine the general statement of the receipts and expenditure of the Society for the previous quarter, and of the funds and effects of the Society, and verify the same with the accounts and vouchers relating thereto,

and shall either sign the same as found to be correct, duly vouched in accordance with law, or specially report to the Executive Council in what respect they find it incorrect, unvouched, and not in accordance with law.

Accounts to be exhibited and submitted.

(5) Such statement, with a statement of the stock in hand, shall be posted up the following day in some conspicuous part of the Registered Office for the information of the members, and also be presented to the Executive Council for their inspection at their next meeting.

Time of meeting and payment.

(6) Every meeting of the Auditors, and adjournment, shall commence at half-past ten a.m., and they shall be paid for their services at the same rate as the Delegates. Should any Auditor neglect to attend within a quarter of an hour of the time of meeting, he shall be fined one shilling, and if absent the whole day, two shillings and sixpence; but should he be unable to attend through illness or other cause, he shall, on giving satisfactory evidence to the Executive Council, be exempt from fines.

Professional auditor.

(7) The Executive Council shall, at their first quarterly meeting in every year, appoint a Chartered Accountant as professional Auditor, at an annual salary not exceeding one hundred and fifty guineas, who shall in nowise be recommended by the Secretary or Treasurer, to examine all the Society's accounts for the current year.

Annual statement.

(8) The Secretary shall prepare at the end of each year a general statement of the receipts and expenditure for the past year, which statement shall be printed and delivered to the members with the Annual Report.

Annual Returns.

57. Every year before the 1st of June (*g*) the Executive Council shall cause the Secretary to send to the Registrar the Annual Return required by the Friendly Societies Act, 1896, in the form prescribed by the Chief Registrar of Friendly Societies, of the receipts and expenditure, funds and effects of the Society, and of the number of members of the same, up to the 31st December then last inclusively, as audited and laid before a general meet-

(*g*) This is the latest date allowed by law, but an earlier date is sometimes more convenient.

ing, showing separately the expenditure in respect of the several objects of the Society, together with a copy of the Auditor's Report, if any. Such return shall state whether the audit has been conducted by a public auditor appointed under the Friendly Societies Act, 1896, and by whom, and if such audit has been conducted by any persons other than a public auditor, shall state the name, address, and calling or profession of each of such persons, and the manner in which, and the authority under which they were respectively appointed.

Copies of Annual Returns.

58. It shall be the duty of the Executive Council to provide the Secretary with a sufficient number of copies of the Annual Return and Balance Sheet, or other document duly audited, containing the same particulars as in the Annual Return as to the receipts and expenditure, funds and effects of the Society, for supplying gratuitously every member or person interested in the funds of the Society, on his application, with a copy of the last annual return of the Society, and of such Balance Sheet or other document as aforesaid, for the time being, and it shall be the duty of the Secretary to supply such gratuitous copies on application accordingly.

Balance Sheet to be Exhibited in the Office.

59. It shall be the duty of the Executive Council to keep a copy of the last annual Balance Sheet of the Society for the time being, together with the Report of the Auditors, if any, and of the last Quinquennial Valuation for the time being, always exhibited in a conspicuous place at the Registered Office of the Society.

Settlement of Disputes by Arbitration.

Disputes.

60.—(1) Should any dispute arise between a member or person claiming through a member, or under the Rules of the Society, and the Society, it shall be decided by Arbitration.

Number of arbitrators.

(2) Eight Arbitrators shall be elected by the Delegates at each Annual Meeting, and shall not be beneficially interested, directly or indirectly, in the Funds of the Society.

Vacancies.

(3) If an Arbitrator shall, by death, resignation, or otherwise, vacate his office, a successor, who shall hold office until the next

Annual Delegate Meeting, may be appointed by the Executive Council.

(4) In each case of dispute, the person who desires to proceed to arbitration shall give notice thereof to the Secretary in writing within a period of six months from the time of the first notification of the official decision, if any, to the member, and shall deposit the sum of five shillings towards the expenses of the same. Deposit.

(5) The Arbitrators shall thereupon be summoned, not less than seven days' notice being given them of the time and place fixed for the Arbitration, and they, or any three of them who may attend at such time and place, shall have power to decide the matter in dispute, and such decision shall be binding and conclusive on all parties. The costs of the reference and award shall be ascertained by the Arbitrators who decide the case, and shall be paid in such manner and by such of the parties to the Arbitration as they may direct; and the deposit of five shillings shall either be returned to the depositor or retained by the Society, as the Arbitrators who decide the case shall determine. Procedure and award.

(6) In this Rule the term "member" extends to a person who has ceased to be a member.

Investigations by Chief Registrar.

61. It shall be the right of 500 members (or, if the Society have less than 10,000 members, then of the number required by law), by an application in writing to the Chief Registrar, signed by them in the forms respectively provided by the Treasury Regulations in that behalf:— Inquiry into Society's working.

(a) To apply for the appointment of one or more inspectors to examine into the affairs of the Society and to report thereon;

(b) To apply for the calling of a Special Meeting of Delegates.

Either of such applications shall be made upon such notice to the Society, and be supported by such evidence for the purpose of showing that the applicants have good reason for requiring such inspection to be made or meeting to be called, and that they are not actuated by malicious motives in their application, as the Chief Registrar shall direct;

Dissolution of Society.

(c) Or to apply for an investigation into the affairs of the Society with a view to the dissolution thereof.

Such application as last aforesaid shall set forth that the funds of the Society are insufficient to meet the existing claims thereon, or that the rates of contribution fixed in the rules of such Society are insufficient to cover the benefits assured, and the grounds upon which such insufficiency is alleged.

Permanence of the Society.—Voluntary Dissolution.

62. The Society may be dissolved by the consent of five-sixths in value of the then existing members of the Society, including honorary members (if any), testified by their signatures to the instrument of dissolution in the form prescribed by the Treasury Regulation, and also by the written consent of every person for the time being receiving or entitled to receive any relief or other benefit from the funds of the Society, unless the claim of such person be first duly satisfied or adequate provision made for satisfying such claim; and for the purpose of ascertaining the value of members for the purposes of this Rule, every member shall be entitled to one vote, and an additional vote for every five years he has been a member; provided that no one member shall have more than five votes in the whole; and in case of such dissolution, the intended appropriation or division of the funds, or other property of the Society, shall be fairly and distinctly stated in the proposed plan of dissolution prior to such consent being given.

Statutory Declarations.

63. The Executive Council shall, when they think fit, require any member of the Society to produce to them a statutory declaration, in authentication of any statement made by him in reference to any matter in which the Society and such member may be interested, or in regard to any matter in which the Executive Council consider a statutory declaration requisite.

Valuations.

64. The Executive Council shall at least once in every five years cause a valuation to be made of the assets and liabilities of the Society, including the estimated risks and contributions, in

manner provided by the Friendly Societies Act, and the Treasury Regulations made thereunder. Such valuation shall be signed by the valuer, and shall state his address and calling or profession, and contain an abstract to be made by him of the results of his valuation together with a statement containing such information with respect to the benefits assured and the contributions receivable by the Society and of its funds and effects, debts and credits as the Registrar may require.

Copies of Rules.

65. It shall be the duty of the Executive Council to provide the Secretary with a sufficient number of copies of the Rules to enable him to deliver to any person on demand a copy of such Rules on payment of a sum not exceeding sixpence, and of the Secretary to deliver such copies accordingly.

Amendment of Rules.

66.—(1) No new Rule shall be made, nor any of the Rules herein contained, or hereafter to be made, shall be amended, altered, or rescinded, unless with the consent of three-fourths of the Delegates present and voting at a meeting specially convened for the purpose. Consent of three-fourths of delegates present.

(2) All such amendments shall be forthwith sent by the Secretary to the Registrar of Friendly Societies for registration in the manner provided by the Friendly Societies Act, 1896, and the same shall not be valid until they have been registered. Registration of amendments.

(3) All amendments of Rules shall come into operation from date of registration, unless otherwise provided by any such amendment. Amendments o come into p eration.

[TABLE A.

APPENDIX.

Table A.

Table of Contributions payable by Members for the Society's Benefits, viz. :—

Sick Pay—18*s.* for 26 weeks.
9*s.* for 26 weeks.
5*s.* afterwards to age 70.
Death Benefit—Member, £20.
Convalescent Homes.
Death Benefit—Wife, £10.
Pensions for all members reaching age 70 of 2*s.* 6*d.* weekly, free of contributions.
Maternity Benefit, 30*s.*
Distress, Fires, Imprisonment for Debt.

All Benefits sent to members free of commission and postage.

No Medical Benefit.

Contributions payable quarterly.

Age next Birthday.	For Sick Pay. (*a*)	For Death Benefit. (*b*)	For Deferred Annuity. (*c*)	For Maternity Benefit, Fires, Convalescent Homes, Distress, Imprisonment for Debt, and Management. (*d*)	Total Quarterly. (*h*)
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
17	5 5	1 6	0 10	1 9	9 6
18	5 6	1 6	0 10	1 9	9 7
19	5 6	1 6	0 11	1 9	9 8
20	5 7	1 7	0 11	1 9	9 10
21	5 8	1 7	1 0	1 9	10 0
22	5 9	1 8	1 0	1 9	10 2
23	5 10	1 8	1 1	1 9	10 4
24	5 11	1 9	1 2	1 9	10 7
25	6 1	1 10	1 2	1 10	10 11
26	6 2	1 11	1 3	1 10	11 2
27	6 4	2 0	1 3	1 10	11 5
28	6 6	2 0	1 4	1 10	11 8
29	6 8	2 1	1 5	1 10	12 0
30	6 10	2 2	1 6	1 10	12 4
31	7 0	2 3	1 7	1 10	12 8
32	7 2	2 4	1 8	1 10	13 0
33	7 4	2 6	1 9	1 10	13 5
34	7 7	2 7	1 10	1 10	13 10
35	7 9	2 8	1 11	1 10	14 2
36	7 11	2 9	2 1	1 10	14 7
37	8 2	2 10	2 2	1 10	15 0
38	8 5	2 11	2 4	1 10	15 6
39	8 8	3 1	2 5	1 10	16 0
40	8 11	3 3	2 7	1 9	16 6
41	9 2	3 5	2 9	1 9	17 1
42	9 5	3 7	2 11	1 9	17 8
43	9 8	3 9	3 1	1 9	18 3
44	10 0	3 11	3 4	1 9	19 0
45	10 4	4 2	3 7	1 9	19 10

Note.—Any cost of management which may not be covered by these contributions will be adjusted by levy at the end of each year.

(*h*) Compensated accident benefit may necessitate some slight variation in this table.

Table B.

Table of Contributions Payable by State Insured Members (whether Employed or Voluntary Contributors) for the following Benefits, in Addition to the State Benefits :—

The Additional Benefits are :—

Sick Pay—8*s.* for 26 weeks.
4*s.* for 26 weeks.
Funeral Allowance—Member, £20.
Wife, £10.
Pension for all members reaching age 70 of 2*s.* 6*d.* weekly, free of contributions.
Convalescent Homes, Distress, Fires, Imprisonment for Debt.

All Benefits sent to members free of commission and postage.

Age next Birthday.	Contributions payable quarterly.					Additional quarterly Contribution Payable by Miners for Ordinary Sickness, exclusive of Pit Accidents.
	For Sick Pay. (*a*)	For Death Benefit. (*b*)	For Deferred Annuity. (*c*)	For Convalescent Homes, Distress, Fires, Imprisonment for Debt. (*d*)	Total Quarterly. (*i*)	
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
17	2 6	1 6	0 10	0 4	5 2	0 7
18	2 6	1 6	0 10	0 4	5 2	0 7
19	2 6	1 6	0 11	0 4	5 3	0 7
20	2 6	1 7	0 11	0 4	5 4	0 7
21	2 6	1 7	1 0	0 4	5 5	0 7
22	2 7	1 8	1 0	0 4	5 7	0 7
23	2 7	1 8	1 1	0 4	5 8	0 7
24	2 7	1 9	1 2	0 4	5 10	0 7
25	2 8	1 10	1 2	0 5	6 1	0 7
26	2 8	1 11	1 3	0 5	6 3	0 7
27	2 9	2 0	1 3	0 5	6 5	0 7
28	2 9	2 0	1 4	0 5	6 6	0 7
29	2 10	2 1	1 5	0 5	6 9	0 7
30	2 11	2 2	1 6	0 5	7 0	0 8
31	2 11	2 3	1 7	0 5	7 2	0 8
32	3 0	2 4	1 8	0 5	7 5	0 9
33	3 0	2 6	1 9	0 5	7 8	0 9
34	3 1	2 7	1 10	0 5	7 11	0 9
35	3 2	2 8	1 11	0 5	8 2	0 9
36	3 3	2 9	2 1	0 5	8 6	0 9
37	3 3	2 10	2 2	0 5	8 8	0 10
38	3 4	2 11	2 4	0 5	9 0	0 10
39	3 5	3 1	2 5	0 5	9 4	0 10
40	3 6	3 3	2 7	0 4	9 8	0 11
41	3 7	3 5	2 9	0 4	10 1	1 0
42	3 8	3 7	2 11	0 4	10 6	1 0
43	3 9	3 9	3 1	0 4	10 11	1 0
44	3 10	3 11	3 4	0 4	11 5	1 0
45	3 11	4 2	3 7	0 4	12 0	1 1

Note.—Any cost of management which may not be covered by these contributions will be adjusted by levy at the end of each year.

These contributions are payable to the society irrespective of any contributions which the member may be required to pay under the provisions of the National Insurance Act, 1911.

(*i*) Compensated accident benefit may necessitate some slight variation in this table.

Table C.

Table of Contributions and Benefits applicable to New Entrants who are INSURED PERSONS under the National Insurance Act, 1911.

Contributions and Sickness Benefits to cease at 70 years of age.

Benefits.

(a) Sick Pay during the first three days of Sickness at the rate of 10*s*. per week.

(b) Death benefit—Member, £20. Wife, £10.

QUARTERLY CONTRIBUTIONS FOR FULL BENEFITS.

Age next Birthday.	Quarterly Contribution.	Age next Birthday.	Quarterly Contribution.
	s. d.		*s. d.*
17	1 10	32	2 8
18	1 10	33	2 10
19	1 10	34	2 11
20	1 11	35	3 0
21	1 11	36	3 1
22	2 0	37	3 2
23	2 0	38	3 3
24	2 1	39	3 5
25	2 2	40	3 7
26	2 3	41	3 9
27	2 4	42	3 11
28	2 4	43	4 1
29	2 5	44	4 3
30	2 6	45	4 6
31	2 7		

The portion of the above quarterly contribution applicable to the Sickness Benefit is 4*d*. at each age.

The contributions contain no provision for the expenses of management.

Table D.

Table of Contributions and Benefits applicable to New Entrants who are INSURED PERSONS under the National Insurance Act, 1911.

Contributions and Sickness Benefits cease at 70 years of age.

Benefits.

(a) Sick Pay during the first three days of Sickness at the rate of 10*s*. per week.

(b) Death Benefit—Member, £10.

QUARTERLY CONTRIBUTIONS FOR FULL BENEFITS.

Age next Birthday.	Quarterly Contribution.	Age next Birthday.	Quarterly Contribution.
	s. *d*.		*s*. *d*.
17	0 11	32	1 3
18	0 11	33	1 4
19	0 11	34	1 4
20	1 0	35	1 5
21	1 0	36	1 6
22	1 0	37	1 6
23	1 1	38	1 7
24	1 1	39	1 8
25	1 1	40	1 8
26	1 2	41	1 9
27	1 2	42	1 10
28	1 2	43	1 11
29	1 3	44	2 0
30	1 3	45	2 1
31	1 3		

The portion of the above quarterly contribution applicable to the Sickness Benefit is 4*d*. at each age.

The contributions contain no provision for the expenses of management.

Table E.—Women.

Applicable to Women who are Insured Persons under the National Insurance Act, 1911.

Quarterly Contributions payable up to the age of 70 only to provide a Death Benefit of Ten Pounds.

Age next Birthday.	Quarterly Contribution.	Age next Birthday.	Quarterly Contribution.
	s. *d.*		*s.* *d.*
17	0 7	32	1 0
18	0 7	33	1 0
19	0 7	34	1 1
20	0 8	35	1 1
21	0 8	36	1 2
22	0 8	37	1 2
23	0 9	38	1 3
24	0 9	39	1 4
25	0 9	40	1 5
26	0 10	41	1 5
27	0 10	42	1 6
28	0 10	43	1 7
29	0 11	44	1 8
30	0 11	45	1 9
31	0 11		

The contributions contain no provision for the expenses of management.

Table F.—Women.

Applicable to Women who are Insured Persons under the National Insurance Act, 1911.

Contributions and Sickness Benefits cease at 70.

Benefits.

(a) Sick Pay during the first three days of sickness at 7*s.* 6*d.* per week.

(b) Death Benefit £10.

QUARTERLY CONTRIBUTIONS FOR FULL BENEFITS.

Age next Birthday.	Quarterly Contribution.	Age next Birthday.	Quarterly Contribution.
	s. *d.*		*s.* *d.*
17	0 10	32	1 3
18	0 10	33	1 3
19	0 10	34	1 4
20	0 11	35	1 4
21	0 11	36	1 5
22	0 11	37	1 5
23	1 0	38	1 6
24	1 0	39	1 7
25	1 0	40	1 8
26	1 1	41	1 8
27	1 1	42	1 9
28	1 1	43	1 10
29	1 2	44	1 11
30	1 2	45	2 0
31	1 2		

The portion of the above quarterly contributions applicable to the Sickness Benefit is 3*d.* at each age.

The contributions contain no provision for the expenses of management.

Bonus, after 10 years' membership of £7.
,, 20 ,, ,, £16.
,, 30 ,, ,, £28.

The contributions for Bonus will be 3*s.* 3*d.* per quarter.

Table G.—Aliens.

Rates of Sickness, Disablement, and Maternity Benefits Provided by the Society in the case of Male Insured Persons, either Employed or Voluntary Contributors, who are not British Subjects who pay the prescribed Contribution.

These benefits are in addition to full medical and sanatorium benefits as provided in the Act.

Age next Birthday at entry into State Insurance not exceeding	Sickness Benefit.	Disablement Benefit.	Maternity Benefit.	Age next Birthday at entry into State Insurance not exceeding
	s. *d.*	*s.* *d.*	*s.* *d.*	
17	10 0	5 0	30 0	17
20	9 0	4 6	30 0	20
23	8 0	4 0	30 0	23
29	7 0	3 6	30 0	29
36	6 0	3 0	30 0	36
44	5 0	2 6	30 0	44
45	4 0	2 0	30 0	45

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2. RULES *of a* Benefit Society (Junior Section).

—— (Junior Section) Benefit Society.
(In connection with the —— Benefit Society.)

Rules.

Name, constitution, objects and place of meeting.

1. This Society is a Friendly Society. It shall be called "The —— Juvenile Benefit Society," and shall consist of an unlimited number of members, formed into classes, as provided by Rules 2 and 3. The registered office of the Society shall be ——, or such other place as may be resolved upon by a majority present at a Special Meeting of the Executive Council. Notice of any

change in the registered office shall, within fourteen days thereafter, be sent to the Registrar of Friendly Societies, in manner and form provided by the Treasury Regulations in that behalf. All meetings of the Society, or of the managing committee thereof (except as herein otherwise provided), shall be held at the Society's registered office. The objects of the Society shall be the relief of members during sickness; insuring money to be paid on the death of a member. The expression "the Adult Society" in these Rules means the —— Benefit Society.

Admission of members.

2. Any male person (not being a miner or employed below the surface in any mine) over the age of one year and under the age of 19 years, is eligible to become a candidate for admission to membership of this Society. Applications for membership, whether made through the post or personally at the registered office, must be in writing upon the form provided by the Society for such purpose, and be in accordance with the following requirements:—

Applications for membership.

(1) A written statement of the exact date of his birth must be furnished. If over 18 years of age, a copy of the Registrar's certificate of birth must be produced to the Society for inspection.

(2) If a candidate is under the age of six years next birthday, a written declaration of his good health, signed by his parent or guardian, may be accepted at the discretion of the Executive Council in lieu of a medical certificate.

(3) If over six years of age and under sixteen next birthday, a written declaration of good health, signed by his parent or guardian, endorsed by a further declaration by a householder, may be accepted at the discretion of the Executive Council in lieu of a medical certificate.

(4) If over sixteen years of age candidates must produce a certificate, signed by a duly registered medical practitioner (to be appointed by the Executive Council where practicable) proving that he is in good health, of sound constitution and free from any bodily or mental infirmity whatever.

Examination.

Candidates applying at the registered office are examined by the Society's Chief Medical Officer free of charge any evening between the hours of 7 and 9, except Good Friday, Christmas Day, Bank Holidays and Saturdays.

Any candidate, if accepted, shall then be admitted, according to his age, to one of the following classes:—

Age from	1 to 6	years.	Class B only.
,,	6 to 9	,,	,, A ,,
,,	9 to 14	,,	,, 1 ,,
,,	14 to 19	,,	,, 2 ,,

Entrance fee. and, except Class B, shall pay an entrance fee of one shilling.

Registration. The Secretary shall register the candidate's name, age, occupation (if any), and address in the Society's books, and supply him with a book of Rules, containing his name, register number, and a table of his divisional pay-days. Any member not in the occupation of a miner prior to ——, who shall enter the occupation of a miner shall be fined five shillings, and should he continue in such occupation three months after such fine is imposed, he shall be thereby excluded. Every written communication from any member to the Society shall state the register number of such member, and for every omission in this respect such member shall be fined threepence. Any member who shall be found at any time by the Executive Council to have imposed on the Society, either by wilfully giving an incorrect statement of his age on his application for admission to membership, or by concealing any complaint with which he may have been afflicted at such time, or in any way to have deceived the Society, shall be excluded. If the Executive Council consider there has been no wilful imposition, but that the member has been negligent in his statements on applying for admission, the Council shall impose any fine they may determine to an amount not exceeding ten shillings.

Misrepresentation.

Contributions of members. 3. Every member shall pay contributions and be entitled to benefits in accordance with the following scale:—

Class B.—Contributions, 6*d*. per quarter.
Death money only, £2 10*s*.

Class A.—Contributions, 1*s*. per quarter.
Sick pay, 2*s*. 6*d*. per week.
Death money, £2 10*s*.

Class 1.—Contributions, 2*s*. per quarter.
Sick pay, 5*s*. per week.
Death money, £5,

Class 2.—Contributions, 4*s*. per quarter.
Sick pay, 10*s*. per week.
Death money, £10.

A member of Classes A and 1 may transfer from a lower class to a higher, on any of his quarterly pay days, on satisfactory proof that he is in good health, provided that he is of sufficient age and has been a member twelve months in the class from which he wishes to transfer. A member of Class B, upon attaining the age of six years, may apply for transfer to a higher class. He shall produce a satisfactory proof of good health, and, if the application be granted by the Executive Council, he shall be transferred to such class as his age entitles him to. Should, however, a member of this class be declined or be unable to transfer, he shall be allowed to continue his membership until the age of twenty-one, when he shall be granted a free policy for the sum assured. Transfer to higher class.

Every member of Classes A, 1 and 2 shall, on or before the days of the quarterly meetings of his division, as shown on page in the table appointed for his division, clear the Society's books of all demands against him, or, in default thereof, be fined sixpence, which shall include the postage of the notice of default mentioned below. The Secretary shall, within fourteen days after such default, send every such defaulter a notice that unless he clears the books of the Society by the following monthly pay day of his division of all sums due by him at the expiration of the preceding quarter, he will be suspended from benefit. Such suspension shall continue with an additional fine of sixpence for each calendar month the member may remain in arrear; and if in arrear six months, he shall cease to be a member, and have no further claim upon the funds of the Society, but shall be at liberty to apply for re-admission at any time, and it shall be at the discretion of the Executive Council whether he shall be re-instated and pay up his arrears, or join again as a new member. No money shall be deducted from sick benefit for contributions. Every member of Class B shall, on or before his quarterly pay day, clear the books of all demands as shown on page in the table, or be suspended from benefits, and if he remain in arrear more than one calendar month he shall cease to be a member and forfeit all moneys paid into the Society, but may, if the Executive Council think fit, be admitted as a new member. All Default.

Payment of contributions.

payments from members, except as herein otherwise provided, shall be made at the registered office, which shall be opened for the receipt of contributions for all the divisions on Monday, Tuesday, Wednesday, Thursday, and Friday, between the hours of 10 and 9, and on Saturday from 10 to 1, Good Friday, Christmas Day, and Bank Holidays excepted. Members may pay contributions on their own divisional days up to half-past nine o'clock. Each member shall give his name, registered number and division, with his contribution, and a printed receipt shall be given in each case for all moneys received.

Additional contributions.

If in any year the sick pay, death pay, and expenses of management of Classes A, 1 and 2 exceed the income from contributions respectively applicable thereto, the deficiency shall be made up by such additional contributions to the respective funds as the Executive Council may direct. Should the death pay or management expenses of Class B exceed in any one year the income from contributions, the deficiency shall be made up from the Society's Benefit Fund or Management Fund respectively.

Freedom.

4. A member of Classes A, 1 and 2 shall become entitled to full sick benefit and to one-half the funeral benefit, at the expiration of six calendar months, and to the full funeral benefit at the end of twelve calendar months from the date of his admission to this Society. Members of Class B shall be entitled to £1 funeral benefit after three months' membership for the first year, and for the second and subsequent years up to six years of age, £2 10*s*., or as per Rule 3 a free policy at the age of twenty-one.

Declaration on the sick fund.

5. When any member of Classes A, 1 and 2 of six months' standing, shall, by sickness or any bodily or mental infirmity, be rendered incapable of following his ordinary duties, he shall send, or cause to be sent, to the Secretary, at the registered office, postage or delivery paid, a declaration in the following form, viz.:—

> "I —— [*here insert Christian Name, Surname, and Age*], a member of the —— Benefit Society, No. —, residing at —— [*here give the full address*], being at the present time afflicted with —— [*here state the nature of the complaint, and if contagious*], and thereby rendered incapable of following my occupation or ordinary duties as a —— [*here state nature of occupation or*

duties], do hereby declare on the fund of the Society, this —— day of ——, 19—, at —— o'clock in the —— noon."

He shall also send with such declaration, or within three days of the date thereof, a certificate signed by a duly registered medical practitioner, stating the nature of his illness. He shall then be deemed a sick member, and shall be allowed out of the Society's funds on the Friday following the receipt of such declaration and medical certificate, according to the class to which he belongs, as stated in Rule 3. Any member who by an error, or omission, in the form of his application for sick benefit, may render himself liable to a fine, or stoppage of sick pay, shall have notice sent of such fine, or error, and on making the required correction within three days, he shall be placed on the sick fund from the date of his first communication. No allowance shall be paid to any sick member under this Rule unless such medical certificate shall have been received. No sick member shall receive any greater benefit during the period that he remains on the fund than he is entitled to at the time of his declaration on the fund; and should any member declare off the fund, and declare on a second time, such declaration shall (if within six months of his declaring off the fund) only entitle him to a continuance of his former sick pay. No sick member shall be paid for the day he declares on the fund, unless his declaration be received at the registered office before three o'clock, or unless his letter bears a pre-three o'clock post-mark. He shall not be allowed for the day he declares off the fund at or before one o'clock; and if he declares off after that hour, he shall be under the same restrictions as if he had not declared off the fund. Should any member receive bodily injury by or in consequence of wilfully incurring needless danger, drunkenness, immorality, fighting, or wrestling, except in self-defence, or any accident or complaint proceeding from any of the above or similar causes, he shall receive no benefit from the Society.

Regulations for sick members.

6. The following regulations shall be binding on all members when on the sick fund:—

(1) When any member of Classes A, 1 and 2 has declared on the sick fund of the Society, the Secretary shall send him a sick list, which he shall have signed by a duly registered medical

practitioner at least once in every fourteen days, and in no case shall there be an interval of more than fourteen days between any two medical signatures, or, in default thereof, if he be a member of Class A, he shall be fined sixpence; if he be a member of Class 1, he shall be fined eightpence; if a member of Class 2, one shilling and fourpence. He shall also obtain on the sick list at least once in every seven days, and in no case shall there be an interval of more than seven days, a statement signed by a member of the Society, or of the Adult Society (not related to the sick member), or if neither of these can be obtained, by a clergyman, minister, or householder, stating that, to the best of his belief, the sick member was, up to the date of the certificate, unable to perform his ordinary duties. If the disease be contagious, the signature, once in every fourteen days, of the medical attendant shall be sufficient. He shall also, on going from home, and before he leaves, state in writing, on the back of his sick list, where he is going, and the time he intends to return, and if he fail either to furnish the statement, or to record his movements in accordance with this Rule, he shall for the first omission be fined, if he be a member of Class A, threepence; if a member of Class 1, threepence; Class 2, sixpence. For the second omission, Class A, sixpence; Class 1, sixpence; Class 2, one shilling. And for the third omission his sick pay shall be suspended until the next monthly pay-day of his division, when, if no satisfactory explanation be given to the Executive Council, he shall be excluded from the Society or otherwise dealt with as the Executive Council may determine. He shall forward the sick list to the registered office on the monthly meeting day, or, in default thereof, be fined, if a member of Class A, threepence; Class 1, threepence; Class 2, sixpence; and his sick pay shall be suspended until the receipt of such sick list at the registered office. Any member not having been on the sick fund seven days shall be exempt from sending his sick list until the next monthly meeting of his division; but should he in the meantime wish to declare off the sick fund, he shall be required to return the sick list at once, with the form for declaring off properly filled up.

Removal for change of air.

(2) No sick member shall remove for change of air without first forwarding a certificate from his medical attendant that such a step is necessary for the re-establishment of his health, and obtaining from the Secretary the necessary permission. No sick

member shall remove for change of air until he has been on the sick fund at least seven days, and should he require assistance for such purpose, the Treasurer shall, on his application, pay him in advance, on account of his sick pay, any sum not exceeding two weeks' sick pay, for the purpose of conveying him to the place of his destination. Such sick member must act in conformity with the Rules during his absence from home.

Hospital patients.

(3) Should any sick member be an in-patient of any hospital, asylum, infirmary, or convalescent home, the certificate of his admission thereto, and the certificate of his discharge therefrom, shall be deemed sufficient evidence that such sick member has received proper medical attendance during his residence therein. The certificates shall be sent by such sick member to the Secretary within twenty-four hours of such admission and discharge.

Offences.

(4) Should any member, while on the Sick Fund, be seen gaming or intoxicated with liquor, or be seen from home before nine o'clock in the morning or after six o'clock in the evening from the day after 29th September to 25th March inclusive, or before eight o'clock in the morning or after eight o'clock at night from the day after 25th March to 29th September inclusive, he shall be fined for the first offence—Class A, one shilling; Class 1, one shilling; Class 2, two shillings. For the second offence he shall be fined—Class A, two shillings; Class 1, two shillings; Class 2, four shillings; and for the third offence during the same illness he shall be excluded from the Society, or otherwise dealt with as the Executive Council may determine. And if found transacting any kind of business for profit or reward whilst upon the Fund, he shall be fined any sum the Executive Council may think fit, not exceeding fifteen shillings, or he shall be immediately excluded from the Society.

Members going abroad.

(5) Members who go abroad shall not be entitled to sick pay whilst out of the United Kingdom, but should any sick member be ordered by his medical attendant to any foreign hospital, convalescent home, or sea voyage, for the recovery of his health, his sick pay shall still be allowed according to Rule 5, provided that satisfactory evidence of such member's continued sickness is regularly sent to the Secretary.

Breach of regulations.

(6) Any breach of the above regulations shall be followed by suspension of sick pay, pending investigation.

Imposition on the society.

7. The Executive Council shall have power to authorise such supervision of sick members as they may deem expedient, any expenses incurred in connection therewith to be paid from the Management Fund. Should any suspicions arise respecting a member's illness, the Executive Council may, if they think proper, employ a physician or surgeon to examine him, and make a report thereon, or they may require the member to furnish a special certificate signed by his own medical adviser as to the nature of his complaint; and if the member refuses to be examined, or the physician or surgeon certifies that the member has made any false representation, and if the Executive Council is satisfied that he has imposed on the Society, he shall be excluded from the Society. Any member knowing another to be imposing on the Society, and not giving immediate information thereof to the Secretary, shall be fined ten shillings; and should any member detect any imposition on the Society's funds, he shall be allowed such reasonable remuneration for his expenses and loss of time in connection with his giving information thereof to the Secretary as the Executive Council may think fit.

Payment of sick claims.

8. Sick claims shall be paid at the registered office every Friday evening from four to half-past seven o'clock, and every Saturday morning from ten to twelve o'clock, to the respective claimants or persons appointed to represent them. The person applying for such money shall produce the member's book of rules, with an authority to receive the money, and shall sign a book for the money received; or the sick member may have his money sent by Postal Order, according to his directions, provided such directions be sent in writing to the Secretary at the registered office before twelve o'clock on Thursday. The sick member's money shall be always drawn up to and including the Thursday of each week, but claims in respect of declarations on the sick fund not received by twelve o'clock on Wednesday shall not be paid till the following week.

Declaration off the fund.

9. When any member of Classes A, 1 and 2 has recovered from his illness sufficiently to enable him to resume his ordinary duties, he shall, before he is allowed to do so, send, postage paid, a declaration in the following form, addressed to the Secretary at the registered office:—

"—— Benefit Society.

"I —— [*here insert Christian and surname*], No. ——, residing at —— [*here give the full address*], having recovered from my late indisposition, do hereby declare off the sick fund of the Society, this —— day of ——, 19—, at —— o'clock in the ——noon."

This declaration shall be accompanied by a certificate, signed by a duly registered medical practitioner, on the back of the sick list, proving that the member was unable to follow his ordinary duties within at least three days of the date of such declaration.

Reduction of sick allowance

10. When any member of Classes A, 1 and 2 has been on the Society's fund twenty-six successive weeks, and his affliction continues, he shall be reduced to half-pay for the next twenty-six weeks, and should he still continue ill at the end of that period he shall then be placed on quarter-pay for the remainder of his illness. But should any member be on the fund, and afterwards declare off, if he again declare on within six calendar months from such declaration off, the time from his so declaring on again shall be added to his former time till the twenty-six weeks' full sick pay are thereby completed. Should any such member have been reduced to half-pay, and afterwards declare off, if he declare on again within twelve calendar months from such declaration off, the time from his so declaring on again shall be added to his former time, in like manner. Should he have been reduced to quarter-pay, and declare off, he shall not, until the expiration of eighteen calendar months from the time of his so declaring off, be entitled again to receive full sick-pay from the Society. Any member suffering from illness, and omitting or declining to declare on the fund with a view of obtaining, or until he has by such omission become entitled to, a higher amount of pay than would otherwise have been receivable by him, shall only be entitled to an allowance after the rate of pay due to him at the time of his being attacked or suffering from such illness, and omitting to declare on the fund.

Nomination of persons to receive funeral money.

11. Any member over sixteen years of age may, by writing under his hand, delivered at or sent to the registered office of the Society, during his lifetime, nominate any person, not being an officer or servant of the Society, unless such officer or servant be the wife, father, mother, brother, sister, nephew, or niece of

the nominator, to whom any moneys payable by the Society on the death of such member shall be paid at his decease, and may from time to time revoke or vary such nomination by a writing under his hand similarly delivered or sent; and on receiving satisfactory proof of the death of a nominator, the Society shall pay to the nominee the amount (if any) due to the deceased member at the time of his decease, together with the Funeral Money. The member shall pay threepence for each nomination or revocation. A nomination is rendered void by the marriage of the nominator. The Secretary shall keep a book in which he shall record all such nominations and all revocations and variations thereof.

Death allowance.

12. At the death (otherwise than at sea as specified in the Act) of any member, a Registrar's certificate of the death shall be sent or brought to the Secretary at the registered office, within fourteen days afterwards, upon receipt of which the person or persons entitled by law to the same shall receive a sum of money in accordance with the provisions of Rules 3 and 4, such certificate, in the case of the death of a member under ten years of age, to be in conformity with the provisions of the Friendly Societies Act, 1896. Should any member die while residing abroad, the death allowance shall be paid upon the Executive Council receiving satisfactory proof of such member's death.

Transfer of members to the Adult Society.

13. Any member of Classes A, 1 and 2 having completed two years' membership, and whose age exceeds eighteen years and does not exceed twenty-one years, shall, if in good health and clear on the books to date, be entitled to transfer to the Adult Society.

Application to transfer.

Any member desirous of obtaining transfer shall make application for such transfer, either personally or by letter, at least fourteen days before the date on which he attains his majority, and such application shall be laid before the Executive Council, who shall determine whether or not such transfer shall be granted. If such transfer be granted, a sufficient entrance fee shall be paid, as part of his share in the surplus, from the funds of this Society, which shall entitle him to immediate freedom to full sick and funeral benefits. He shall also be entitled to have placed to his credit in the Adult Society such sum as shall represent the balance of his share in the surplus funds (if any) of this Society, such share to be determined by the Society's Actuary, after a valuation of the Society shall have been made by him for the year in which

such transfer was effected. If the share in the surplus of any member is not sufficient to meet the payment of any fees required by the Adult Society on his transfer thereto, he shall, on receiving proper notice, pay the amount required to make up such deficiency; or, if the applicant for the transfer is not twenty-one years of age, and by his continuing in this Society until that period his share in the surplus would then be sufficient to meet such fees, the Executive Council, at their discretion, shall postpone such transfer. If any member shall have attained his majority and have completed two years' membership, but by reason of illness, or any other cause beyond his own control, shall be considered by the Executive Council as ineligible for admission to the Adult Society, he shall still be entitled to receive his share in the surplus funds of this Society (if any), such share to be determined in the manner aforesaid.

Neglect to apply for transfer.

Any member who shall neglect to apply for his transfer before he attains his majority, in accordance with this Rule, shall forfeit his claim to transfer, and to any share in the surplus funds of the Society. If the Executive Council consider that the neglect was not wilful, or was on account of illness, the member shall be allowed to transfer, and to share in the surplus funds, but he shall be liable to a fine for such neglect to an amount not exceeding ten shillings, as the Executive Council shall determine.

No member having been transferred, or otherwise admitted, to the Adult Society, or who has reached his twenty-first birthday, shall be allowed to remain a member of, or to have any claim upon the funds of, this Society, except as herein provided.

Management fund.

14. Not less than ten per cent., and in no case more than twelve and a-half per cent., except Class B, which shall be twenty per cent., of the total income of the Society shall be applied towards defraying the necessary expenses of management, and a separate account shall be kept of all such expenses and of all moneys received on account thereof. Should any surplus arise in connection with this fund, the Executive Council may direct that it be transferred to the general fund.

Committee of management.

15. The Society in General Meeting shall from time to time appoint and remove a Committee of Management, by the name of Executive Council, consisting of persons above twenty-one years of age; and unless and until others shall be appointed, the Executive Council of the Adult Society shall be the Committee of

Management of this Society; and should the business of the latter cause any extra meetings to be held, the cost of the same shall be defrayed out of the management fund of this Society.

Trustees.

16. There shall be three Trustees, who shall be appointed by a majority of votes of members present, and entitled to vote at a general or special general meeting of the Society, and such Trustees shall continue in office during the pleasure of the Society. In the event of any of the Trustees dying, resigning, or being removed from office, another or others shall be elected. A copy of every resolution appointing a Trustee shall be sent within fourteen days to the Registrar, in the form prescribed by the Treasury Regulations. Should the business of the Society cause any meetings of the Trustees to be held, the cost of the same shall be defrayed out of the management funds.

Investment of funds.

17. The Trustees, with the consent of the Executive Council, shall have power to invest the funds of the Society in the public funds, or in a savings bank certified under the Act of 1863, or in the Post Office Savings Bank, or on mortgage of freehold, copyhold, or leasehold estates in England or Wales, subject to such terms and conditions, in accordance with law, as the Trustees and Executive Council shall from time to time determine, or in the purchase of freehold ground rents in England or Wales.

Secretary.

18. Unless and until the Society or the Executive Council shall otherwise provide, the Secretary of the Adult Society for the time being shall be the Secretary of this Society. He shall give such security for the due performance of his duties as the Executive Council may determine, and he shall receive such remuneration for his services as the Executive Council may from time to time determine.

Assistant Secretary.

19. Unless and until the Society or the Executive Council shall otherwise provide, the Assistant Secretary of the Adult Society for the time being shall be the Assistant Secretary of this Society. He shall give such security for the due performance of his duties as the Executive Council may determine, and he shall receive such remuneration for his services as the Executive Council may from time to time determine.

Treasurer.

20. Unless and until the Society or the Executive Council shall otherwise provide, the Treasurer of the Adult Society for the time being shall be the Treasurer of this Society. He shall give such security for the due performance of his duties as the Execu-

tive Council may determine, and he shall receive such remuneration for his services as the Executive Council may from time to time determine.

Auditors.

21. The Secretary shall prepare a statement of income and expenditure quarterly, which shall be audited by the Auditors of the Adult Society, who shall be the Auditors of this Society until others shall be appointed by the Society in general meeting. Such statement shall be duly certified by the Auditors and the professional Auditor of the Adult Society, and they shall receive such remuneration as the Executive Council may from time to time determine.

Change of residence.

22. When any member changes his residence or has his address altered, he shall give notice thereof, in writing, to the Secretary, postage paid, at the registered office, within seven days after such removal or alteration, in the following form:—

> I removed from, *or* my address has been altered from —— [*here give the old address*] to —— [*here give the new address*], on the —— day of ——, 19—,
>
> Name ——,
>
> Number ——,

or for neglect thereof, be fined sixpence. If, through the omission to give such information, any letter or notice sent to a member by the Society should be returned, he shall be subject to the same fines as though he had received such letter or notice and not attended to it.

Accusations against members.

23. Should any member be charged with a breach of these Rules, for which the penalty is exclusion, he shall be summoned to hear and answer such charges, which charges shall be distinctly stated in the summons; and if any accused member neglects or refuses to attend for two meetings after being summoned (without assigning a satisfactory cause for his absence to the Executive Council before whom his case may be brought), the said Executive Council shall proceed to adjudicate in his absence. Any member or officer circulating, or causing to be circulated, any report detrimental to the Society, or to the discredit of any of the members or officers of the Society, unless he can prove the truth of the same, shall be fined any sum not exceeding ten shillings.

Medal.

24. In order to promote the permanent prosperity of the Society, by increasing the number of its members, and for the

purpose of giving suitable encouragement to more active exertions, every member who shall have recommended five or more approved members over six years of age within any period, shall be presented by the Society with a gold and silver medal of the intrinsic value of five shillings; for the introduction of seven approved members a silver watch suitably inscribed; for the introduction of three approved members a silver chain; or for the introduction of ten new members a silver watch and chain. Any member of the Adult Society recommending eight or more approved members shall be entitled to receive the Juvenile Society's gold centre medal. All applications for awards must be in writing and accompanied by the names and registered numbers of the members proposed. No member shall be entitled to receive more than one medal and one watch and chain. Should any member recommend a person as a member knowing him to be not qualified for admission, he shall be excluded.

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3. RULES *of a* BENEVOLENT SOCIETY.

I. *Constitution of Society.*

The society is a Benevolent society, composed of persons over —— years of age.

II. *Name of Society and Place of Registered Office.*

Name. 1. The society shall be called "The ——" (*k*).

Office. 2. Its registered office is in England, and is No.——, —— Street, ——, in the county of ——.

Change in office. 3. In the event of any change in the situation of the registered office, notice of such change shall be sent within fourteen days thereafter to the Registrar in the form prescribed by Treasury Regulation in that behalf.

(*k*) State the name, which is not to be that of any existing registered society.

III. *Objects and Purposes, Admission of Members, Conditions of Benefits, &c.*

Objects.

1. This society is established for the benevolent or charitable purpose of —— (*l*).

Purposes for which funds applicable.

2. All moneys received on account of contributions, donations, admissions, fines, or otherwise, shall be applied towards carrying out the objects of the society, according to the Rules thereof. Any officer misapplying the funds shall repay the same and be excluded, without prejudice to his liability to prosecution for such misapplication.

3. [*Terms of Admission of Members* (*m*).]

4. Members may become entitled to benefits on the following conditions [*state the conditions, or say,* "members shall not be entitled to benefits"].

5. No fine or forfeiture shall be imposed on any member [*or as the case may be*].

6. [*Consequences of non-payment of any subscription or fine.*]

IV. *Meetings. Right of Voting* (*n*).

V. *New Rules and Alteration of Rules.*

No new Rule shall be made, nor any of the Rules herein contained or hereafter to be made shall be amended, altered, or rescinded, unless with the consent of a majority of the members present at a general meeting of the Society specially called for that purpose. No amendment of rules is valid until registered.

(*l*) State the whole of the objects.

(*m*) Here should be stated whether, and in what manner, a candidate for membership is to be proposed and elected; what classes of persons, if any, are not to be eligible for membership, &c.

(*n*) Here should be stated how often, when, and where meetings are to be held; what notice is to be given of them; by whose authority and how meetings are to be specially called, and upon what requisition; whether any and what number of members is necessary to constitute a quorum, either generally or in particular cases; who is to take the chair; what are the qualifications of voters; whether votes may be given by proxy, and how questions on which there is an equality of votes are to be decided.

VI. *Appointment and Removal of Committee of Management, Treasurer, Trustees, and other Officers.*

Election of committee of management. Term of office. Treasurer. Secretary.

There shall be elected by a majority of the members a committee of management, consisting of [*ten*] persons, a treasurer, secretary, and [*two*] auditors (*o*). The committee of management, treasurer, and secretary shall continue in office until the general annual meeting of the society, unless previously removed by a resolution of the major part of the members present, at any meeting called for that purpose; at every annual meeting a committee of management, treasurer, and secretary shall be appointed for the ensuing year, or, in default thereof, those last appointed shall be considered as again appointed; and in case any member of the committee of management, treasurer, or secretary shall die, resign, or be removed prior to such annual meeting, the committee of management shall appoint a person to fill the vacancy. There shall be [*three*] trustees. The trustees shall continue in office during the pleasure of the society, and be removable at a general meeting; and in case of a vacancy, another shall be elected by a majority of members at a meeting called for that purpose. A copy of every resolution appointing a trustee shall be sent to the Registrar within fourteen days after the date of the meeting at which such resolution was passed, in the form prescribed by the Treasury Regulation in that behalf.

Trustees.

VII. *Powers and Duties of Officers.*

Committee of management.

1. The committee of management shall meet on every —— at the hour of ——. Any [*six*] of the committee of management duly assembled at any such meeting shall form a *quorum*, and shall have full power to superintend and conduct the business of this society according to the Rules provided for the government thereof, and shall in all things act for and in the name of this society; and all acts and orders under the powers delegated to them shall have the like force and effect as the acts and orders of this Society at any general meeting. Every question at such a meeting shall be decided by a majority of votes, and if the votes are equal the chairman shall have a casting vote. Any [*two*] of

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(*o*) Auditors need not be appointed if the accounts are audited by a public auditor.

the committee of management may call a special meeting thereof, by giving [*seven*] clear days' notice in writing to the secretary, but at such special meeting no other business than that specified in the notice shall be taken into consideration. The committee of management shall convene all the meetings of the society, on such requisitions as are herein mentioned.

Treasurer. 2. The treasurer shall, in the month of —— in every year, and also when required by a general meeting, or by the trustees or committee of management, upon demand made, or notice in writing given to him or left at his last or usual place of residence, render a just and true account of all moneys received and paid by him on account of the society; and shall also, on the like demand or notice, pay over all moneys and deliver all property for the time being in his hands or custody to such person as a general meeting, or the committee of management, or the trustees appoint. He shall be responsible for such sums of money as may from time to time be paid into his hands by the secretary, or by any person on account of this society; he shall balance his cash account monthly, and supply the secretary with a duplicate thereof, and shall, if required, attend every general meeting. He shall, before taking upon himself the execution of his office, give security, pursuant to the Friendly Societies Act.

Secretary. 3. The secretary shall give his attendance at all meetings of this society; he shall record correctly the names of the members of the committee of management or trustees there present, and the minutes of the proceedings, which he shall transcribe into a book to be authenticated by the signature of the chairman as the proceedings of the meeting; he shall receive proposals for admission, and demands for allowances of every description granted by the Rules; he shall keep the accounts, documents, and papers of the society in such manner and for such purposes as the committee may appoint, and shall prepare and send all returns and other documents required by the Friendly Societies Act, or the Treasury Regulations, to be sent to the Registrar. The secretary shall, on all occasions, in the execution of his office, act under the superintendence, control, and directions of the committee of management.

Trustees. 4. The trustees shall be admitted to all meetings of the committee of management, and shall be at liberty to take part in the proceedings thereof, and vote on any question under discussion.

5. In case any trustee being removed shall refuse or neglect

to assign or transfer any property of the society as the committee of management shall direct, he shall (if he be a member) be expelled the society, and shall cease to have any claim on the society on account of any contributions paid by him, without prejudice to any liability to prosecution which he may have incurred.

VIII. *Copies of Rules.*

It shall be the duty of the committee of management to provide the secretary with a sufficient number of copies of the Rules to enable him to deliver to any person on demand a copy of such Rules on the payment of a sum not exceeding 1*s*. [for non-members, and 6*d*. for members (*p*)], and of the secretary to deliver such copies accordingly.

IX. *Keeping and Auditing of Accounts.*

Accounts. 1. The committee of management shall cause the accounts of the society to be regularly entered in proper books.

Audit. 2. The committee of management shall once at least in every year submit the accounts, together with a general statement of the same and all necessary vouchers up to the 31st December then last, for audit, either to one of the public auditors appointed under the Friendly Societies Act, or to two or more persons appointed as auditors by the members at the meeting next before each yearly meeting of the society, and shall lay before every such meeting a balance sheet (which either may or may not be identical with the annual return, but must not be in contradiction to the same), showing the receipts and expenditure, funds and effects of the society, together with a statement of the affairs of the society since the last ordinary meeting, and of their then condition. Such auditors shall have access to all the books and accounts of the society, and shall examine every balance sheet and annual return of the receipts and expenditure, funds and effects of the society, and shall verify the same with the accounts and vouchers relating thereto, and shall either sign the same as found by them to be correct, duly vouched, and in accordance with law, or shall specially report to the meet-

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(*p*) If no distinction is intended, the words in brackets may be omitted. Any other figures not exceeding 1*s*. may be inserted.

ing of the society before which the same is laid in what respects they find it incorrect, unvouched, or not in accordance with law.

X. *Annual Returns.*

Annual returns.

1. Every year before the 1st June the committee of management shall cause the secretary to send to the Registrar the annual return, in the form prescribed by the Chief Registrar of Friendly Societies, of the receipts and expenditure, funds and effects of the society, and of the number of members of the same, up to the 31st December then last inclusively, as audited and laid before a general meeting, showing separately the expenditure in respect of the several objects of the society, together with a copy of any special report of the auditors.

2. Such return shall state whether the audit has been conducted by a public auditor appointed under the Friendly Societies Act, and by whom, and if such audit has been conducted by any persons other than a public auditor, shall state the name, address, and calling or profession of each of such persons, and the manner in which, and the authority under which, they were respectively appointed.

Copies of returns.

3. It shall be the duty of the committee of management to provide the secretary with a sufficient number of copies of the annual return, or of some balance sheet or other document duly audited, containing the same particulars as in the annual return as to the receipts and expenditure, funds and effects of the society, for supplying gratuitously every member or person interested in the funds of the society, on his application, with a copy of the last annual return of the society or of such balance sheet or other document for the time being, and it shall be the duty of the secretary to supply such gratuitous copies on application accordingly.

XI. *Inspection of Books.*

1. The books and accounts of the society shall be open to the inspection of any member or person having an interest in the funds of the society at all reasonable hours, at the registered office of the society, or at any place where the same are kept, and it shall be the duty of the secretary to produce them.

2. It shall be the duty of the committee of management to

keep a copy of the last annual balance sheet of the society, together with any special report of the auditors, always hung up in a conspicuous place at the registered office of the society.

XII. *Investment of Funds, Holding of Land, &c.*

Investment of funds.

1. So much of the funds of the society as may not be wanted for immediate use, or to meet the usual accruing liabilities, shall, with the consent of the committee of management, or of a majority of the members of the society present and entitled to vote at a general meeting, be invested by the trustees in such of the following ways as such committee or general meeting shall direct; namely, in any savings bank certified under the Act of 1863, or Post Office Savings Bank, in the public funds, or with the Commissioners for the Reduction of the National Debt, or upon government or real securities in Great Britain or Ireland, —— (*q*), or in the purchase of land as after mentioned, or in the erection or alteration of offices or other buildings thereon.

Holding of land.

2. The trustees, with the consent of a special meeting of the society called for the purpose, may purchase or take on lease any land, not exceeding one acre in the whole, and may sell, exchange, mortgage, lease, or build upon the same (with power to alter and pull down buildings and again rebuild), and no purchaser, assignee, mortgagee, or tenant shall be bound to inquire as to the authority for any sale, exchange, mortgage, or lease by the trustees, and the receipt of the trustees shall be a discharge for all moneys arising from or in connexion with such sale, exchange, mortgage, or lease.

Discharge of mortgages.

3. Mortgages or other assurances for securing money to the society may be vacated by a receipt endorsed, signed by the trustees, and countersigned by the secretary, in the form contained in the second schedule to the Friendly Societies Act [*or if a special form be provided,* in the form herein specified, *or* in the form specified in the schedule to these Rules].

(*q*) Any other securities upon which it is proposed the funds should be invested should here be specified.

XIII. *Disputes.*

1. If any dispute shall arise it shall be referred to arbitration.

2. Five arbitrators shall be elected by the society; none of them being directly or indirectly interested in the funds of the society; and in each case of dispute the names of the arbitrators shall be written on pieces of paper and placed in a box or glass, and the three whose names are first drawn out by the complaining party, or by someone appointed by him or her, shall be the arbitrators to decide on the matter in difference. In case of a vacancy, or vacancies, another arbitrator or other arbitrators shall be elected at a general meeting [*or*, if any dispute shall arise it shall be referred to justices pursuant to the Friendly Societies Act].

XIV. *Voluntary Dissolution.*

The society may at any time be dissolved by the consent of three-fourths of the members, testified by their signatures to an instrument of dissolution in the form provided by the Treasury Regulations in that behalf.

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4. RULES *of a* SPECIALLY AUTHORISED SOCIETY.

I. *Constitution of Society.*

The society is a specially authorised society, composed of persons over twenty-one years of age (*r*).

II. *Name of Society and Place of Registered Office.*

1. The society shall be called "The ——"(*s*). Name.

2. Its registered office is in England, and is No.——, —— Office. Street, ——, in the county of ——.

3. In the event of any change in the situation of the registered office, notice of such change shall be sent within fourteen days Change in office.

(*r*) Unless sect. 36 (1) of the Act applies to the society, which section (as amended by sect. 2 of the Friendly Societies Act, 1908) provides for the admission of persons of any age.

(*s*) State the name, which is not to be that of any existing registered society.

thereafter to the Registrar in the form prescribed by Treasury Regulation in that behalf.

III. *Objects and Purposes, Admission of Members, Conditions of Benefit, &c.*

Objects.

1. This society is established for the purpose of—— (*t*), pursuant to the Friendly Societies Act, 1896, and the special authority of ——.

Purposes for which the funds applicable.

2. All moneys received on account of contributions, donations, admissions, fines, or otherwise, shall be applied towards carrying out the objects of the society, according to the Rules thereof. Any officer misapplying the funds shall repay the same and be excluded, without prejudice to his liability to prosecution for such misapplication.

3. [*Terms of Admission of Members* (*u*).]

4. Members may become entitled to benefits on the following conditions [*state the conditions*].

5. No fine or forfeiture shall be imposed on any member [*or as the case may be*].

6. [*Consequences of non-payment of any subscription or fine.*]

IV. *Meetings. Right of Voting* (*x*).

V. *Appointment and Removal of Committee of Management, Treasurer, Trustees, and other Officers.*

Election of committee of management.

There shall be elected by a majority of the members a committee of management, consisting of [*ten*] persons, a treasurer, secretary, and two auditors. The committee of management, treasurer,

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(*t*) State the objects in terms of the special authority.

(*u*) Here should be stated whether, and in what manner, a candidate for membership is to be proposed and elected; what classes of persons, if any, are not to be eligible for membership, &c.

(*x*) Here should be stated how often, when, and where meetings are to be held; what notice is to be given of them; by whose authority and how meetings are to be specially called, and upon what requisition; whether any and what number of members is necessary to constitute a quorum, either generally or in particular cases; who is to take the chair; what are the qualifications of voters; whether votes may be given by proxy, and how questions on which there is an equality of votes are to be decided.

and secretary shall continue in office until the general annual meeting of the society, unless previously removed by a resolution of the major part of the members present, at any meeting called for that purpose; at every annual meeting a committee of management, treasurer, and secretary shall be appointed for the ensuing year, or, in default thereof, those last appointed shall be considered as again appointed; and in case any member of the committee of management, treasurer, or secretary shall die, resign, or be removed prior to such annual meeting, the committee of management shall appoint a person to fill the vacancy. There shall be [*three*] trustees. The trustees shall continue in office during the pleasure of the society, and be removable at a general meeting; and in case of a vacancy, another shall be elected by a majority of members at a meeting called for that purpose. A copy of every resolution appointing a trustee shall be sent to the Registrar within fourteen days after the date of the meeting at which such resolution was passed, in the form prescribed by the Treasury Regulation in that behalf.

Treasurer.
Secretary.
Trustees.

VI. *Powers and Duties of Officers.*

1. The committee of management shall meet on every —— at the hour of ——. Any [*six*] of the committee of management duly assembled at any such meeting shall form a quorum, and shall have full power to superintend and conduct the business of this society according to the Rules provided for the government thereof, and shall in all things act for and in the name of this society; and all acts and orders under the powers delegated to them shall have the like force and effect as the acts and orders of this society at any general meeting. Every question at such a meeting shall be decided by a majority of votes, and if the votes are equal the chairman shall have a casting vote. Any [*two*] of the committee of management may call a special meeting thereof, by giving [*seven*] clear days' notice in writing to the secretary, but at such special meeting no other business than that specified in the notice shall be taken into consideration. The committee of management shall convene all the meetings of the society, on requisitions as are herein mentioned.

Committee of management.

2. The treasurer shall, in the month of —— in every year, and also when required by a general meeting, or by the trustees

Treasurer.

or committee of management, upon demand made, or notice in writing given to him or left at his last or usual place of residence, render a just and true account of all moneys received and paid by him on account of the society; and shall also, on the like demand or notice, pay over all moneys and deliver all property for the time being in his hands or custody to such person as a general meeting, or the committee of management, or the trustees appoint. He shall be responsible for such sums of money as may from time to time be paid into his hands by the secretary, or by any person on account of this society; he shall balance his cash account monthly, and supply the secretary with a duplicate thereof, and shall, if required, attend every general meeting. He shall, before taking upon himself the execution of his office, give security, pursuant to the Friendly Societies Act.

Secretary.

3. The secretary shall give his attendance at all meetings of this society; he shall record correctly the names of the members of the committee of management or trustees there present, and the minutes of the proceedings, which he shall transcribe into a book to be authenticated by the signature of the chairman as the proceedings of the meeting; he shall receive proposals for admission, and demands for allowances of every description granted by the Rules; he shall keep the accounts, documents, and papers of the society in such manner and for such purposes as the committee may appoint, and shall prepare and send all returns and other documents required by the Friendly Societies Act, or the Treasury Regulations, to be sent to the Registrar. The secretary shall, on all occasions, in the execution of his office, act under the superintendence, control, and directions of the committee of management.

Trustees.

4. The trustees shall be admitted to all meetings of the committee of management, and shall be at liberty to take part in the proceedings thereof, and vote on any question under discussion.

5. In case any trustee being removed shall refuse or neglect to assign or transfer any property of the society as the committee of management shall direct, he shall (if he be a member) be expelled the society, and shall cease to have any claim on the society on account of any contributions paid by him, without prejudice to any liability to prosecution which he may have incurred.

VII. *Keeping and Auditing of Accounts.*

Accounts.

1. The committee of management shall cause the accounts of the society to be regularly entered in proper books.

Audit.

2. The committee of management shall once at least in every year submit the accounts, together with a general statement of the same and all necessary vouchers up to the 31st December then last, for audit, either to one of the public auditors appointed under the Friendly Societies Act, or to two or more persons appointed as auditors by the members at the meeting next before each yearly meeting of the society, and shall lay before every such meeting a balance sheet (which either may or may not be identical with the annual return, but must not be in contradiction to the same), showing the receipts and expenditure, funds and effects of the society, together with a statement of the affairs of the society since the last ordinary meeting, and of their then condition. Such auditors shall have access to all the books and accounts of the society, and shall examine every balance sheet and annual return of the receipts and expenditure, funds and effects of the society, and shall verify the same with the accounts and vouchers relating thereto, and shall either sign the same as found by them to be correct, duly vouched, and in accordance with law, or shall specially report to the meeting of the society before which the same is laid in what respects they find it incorrect, unvouched, or not in accordance with law.

VIII. *Annual Returns.*

Annual returns.

1. Every year before the 1st June the committee of management shall cause the secretary to send to the Registrar the annual return, in the form prescribed by the Chief Registrar of Friendly Societies, of the receipts and expenditure, funds and effects of the society, and of the number of members of the same, up to the 31st December then last inclusively, as audited and laid before a general meeting, showing separately the expenditure in respect of the several objects of the society, together with a copy of any special report of the auditors.

2. Such return shall state whether the audit has been conducted by a public auditor appointed under the Friendly Societies Act, and by whom, and if such audit has been conducted by any persons other than a public auditor, shall state the name, address, and calling or profession of each of such persons, and the manner

in which, and the authority under which, they were respectively appointed.

Copies of returns.

3. It shall be the duty of the committee of management to provide the secretary with a sufficient number of copies of the annual return, or of some balance sheet or other document duly audited, containing the same particulars as in the annual return as to the receipts and expenditure, funds and effects of the society, for supplying gratuitously every member or person interested in the funds of the society, on his application, with a copy of the last annual return of the society or of such balance sheet or other document, for the time being, and it shall be the duty of the secretary to supply such gratuitous copies on application accordingly.

IX. *Inspection of Books.*

1. The books and accounts of the society shall be open to the inspection of any member or person having an interest in the funds of the society at all reasonable hours, at the registered office of the society, or at any place where the same are kept, and it shall be the duty of the secretary to produce them [except that no such member or person, unless he be an officer of the society, or be specially authorised by a resolution of the society to do so, shall have the right to inspect the loan or deposit account of any other member without the written consent of such member (*y*)].

2. It shall be the duty of the committee of management to keep a copy of the last annual balance sheet of the society, together with any special report of the auditors, always hung up in a conspicuous place at the registered office of the society.

X. *Investment of Funds, Holding of Land, &c.*

Investment of funds.

1. So much of the funds of the society as may not be wanted for immediate use, or to meet the usual accruing liabilities, shall, with the consent of the committee of management, or of a majority of the members of the society present and entitled to vote at a general meeting, be invested by the trustees in such of the following ways as such committee or general meeting shall direct; namely, in any savings bank certified under the Act of 1863, or Post Office Savings Bank, in the public funds, or with the Com-

(*y*) The words in brackets should be struck out if not applicable.

missioners for the Reduction of the National Debt, or upon government or real securities in Great Britain or Ireland (*z*), or in the purchase of land as after mentioned, or in the erection or alteration of offices or other buildings thereon.

Holding of land.

2. The trustees, with the consent of a special meeting of the society called for the purpose, may purchase or take on lease any land, and may sell, exchange, mortgage, lease, or build upon the same (with power to alter and pull down buildings and again rebuild), and no purchaser, assignee, mortgagee, or tenant shall be bound to inquire as to the authority for any sale, exchange, mortgage, or lease by the trustees, and the receipt of the trustees shall be a discharge for all moneys arising from or in connexion with such sale, exchange, mortgage, or lease.

Discharge of mortgages, &c.

3. Mortgages or other assurances for securing money to the society may be vacated by a receipt endorsed, signed by the trustees, and countersigned by the secretary, in the form contained in the second schedule to the Friendly Societies Act.

XI. *Disputes.*

1. If any dispute shall arise it shall be referred to arbitration.

2. Five arbitrators shall be elected by the society; none of them being directly or indirectly interested in the funds of the society; and in each case of dispute the names of the arbitrators shall be written on pieces of paper and placed in a box or glass, and the three whose names are first drawn out by the complaining party, or by someone appointed by him or her, shall be the arbitrators to decide on the matter in difference. In case of a vacancy, or vacancies, another arbitrator or other arbitrators shall be elected at a general meeting [*or*, if any dispute shall arise it shall be referred to justices pursuant to the Friendly Societies Act].

XII. *Voluntary Dissolution.*

The society may at any time be dissolved by the consent of three-fourths of the members, testified by their signatures to an instrument of dissolution in the form provided by the Treasury Regulations in that behalf.

(*z*) Any other securities upon which it is proposed the funds should be invested should here be specified.

XIII. *Copies of Rules.*

It shall be the duty of the committee of management to provide the secretary with a sufficient number of copies of the Rules to enable him to deliver to any person on demand a copy of such Rules on the payment of a sum not exceeding 1*s.* [for non-members, and 6*d.* for members (*a*)], and it shall be the duty of the secretary to deliver such copies accordingly.

XIV. *New Rules and Alteration of Rules.*

No new Rule shall be made, nor any of the Rules herein contained or hereafter to be made shall be amended, altered, or rescinded, unless with the consent of a majority of the members present at a general meeting of the society specially called for that purpose. No amendment of Rules is valid until registered.

GUARANTEES.

1. AGREEMENT *to pay for* GOODS *to be* FURNISHED *to a* THIRD PERSON.

AGREED this —— day of ——, BETWEEN A. B., of &c., of the one part, and C. D. and E. F., both of &c., warehousemen, trading under the firm of D. & Co., of the other part, as follows:—

WHEREAS the said A. B. has requested C. D. and E. F., trading under the style or firm of D. & Co., to supply G. H. (a relative of the said A. B.), with goods on credit, which he has consented to do on A. B. entering into the agreement hereinafter contained. NOW THEREFORE, in consideration of the premises, A. B. hereby undertakes and agrees with C. D. and E. F., to pay unto C. D. and E. F., or their successors in the said firm, all and every such sum and sums of money, as shall from time to time be due from G. H. to the said firm, for goods

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(*a*) If no distinction is intended, the words in brackets may be omitted. Any other figures not exceeding 1*s.* may be inserted.

sold and delivered unto, or on the account, or for the use of G. H., not exceeding on the whole the sum of £——: PROVIDED nevertheless, that this guarantee shall not be considered as satisfied in the whole or in part by the payment by G. H. of any sum or sums of money, on account of goods to be supplied to him as aforesaid, but shall continue and extend to cover the balance for the time being due from the said G. H. to the said firm on the account aforesaid, not exceeding the amount hereinbefore mentioned.

AS WITNESS, &c.

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2. GUARANTEE *for* CERTAIN AMOUNT.

I HEREBY GUARANTEE the payment to Messrs., &c., for such goods as they may supply to J. W., of, &c., not exceeding the amount of £——; but this is not intended as a continuing guarantee, but only for the once supplying goods to the above amount.

Dated, &c.

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3. GUARANTEE *for* DEBT ALREADY DUE *to* PREVENT PROCEEDINGS.

Messrs. E. F. and G. H. having, at my request, agreed to forego proceedings which they were about to take against Mr. J. W., of, &c., to enforce payment of £—— due from him to them, I hereby guarantee the payment to them of that sum.

Dated, &c.

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4. WHERE PROCEEDINGS COMMENCED *to* STOP THEM.

Messrs. E. F. and G. H. having, at my request, agreed to discontinue the proceedings taken by them against, &c., to enforce payment of, &c., due from him to them, I hereby guarantee the payment of that sum, and of £—— costs.

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5. TO LANDLORD *for* RENT.

IN consideration of Mr. J. L. not enforcing by distress the payment of the sum of £—— due to him for rent of premises in, &c., by Mr. C. D., on the —— day of —— instant [last], I hereby guarantee payment thereof by weekly instalments of —— shillings, on [Monday] next, and on every succeeding [Monday] [and that the whole amount guaranteed shall be recoverable and paid immediately, on default in payment of [2] instalments, and without any further demand for payment to be made by the said J. L.].

Dated, &c.

[*Signature.*]

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6. BOND *from* TWO SURETIES *to* MERCHANTS, *who have agreed to* SUPPLY *a* TRADESMAN *with* GOODS.

[BOND, *jointly and severally*, ut ante, p. 317.]

Recital of agreement to supply a tradesman with goods, on sureties giving bond.

WHEREAS [*principal*], of, &c., intends to carry on the trade or business of ——, at —— aforesaid; and has requested the above-named [*obligees*] to supply him with goods in the way of his trade; which they have agreed to do, upon the said [*sureties*] entering into a bond in the penalty above-mentioned. NOW THE CONDITION of the above-written bond is such, that, if he the said [*principal*], his heirs, executors, or administrators, or some or one of them, shall from time to time, and at all times hereafter, pay or cause to be paid to the said [*obligees*], their executors, administrators, or assigns, all such sums of money as shall at any time or times hereafter become due and owing to them the said [*obligees*] (*a*), from the said [principal], for goods which may at any time or times hereafter be sold by them (*a*) to the said [*principal*], and sent and delivered to, or to the order of the said [*principal*], as such sums shall respectively become due and payable; or in case the said [*principal*], his heirs, executors, or administrators shall, at any time or times hereafter, make default in the payment of any such sum or sums, and the said

Condition making bond void on payment by principal;

or in case of his default, on payment by sureties, six

Extension to new firm.

(*a*) If it is intended to extend the security to sums to become due after an alteration in the firm, such intention should be expressly stated. See Partnership Act, 1890, s. 18.

[*sureties*], or one of them, or the heirs, executors or administrators of them, or of one of them, shall, within six calendar months next after notice of any such default, and of the sum then due, shall be given to, or be left at the respective dwellings of them the said [*sureties*], or of their respective heirs, executors, or administrators, by them the said [*obligees*], or any of them, or the executors or administrators of them, or any of them, pay or cause to be paid to the said [*obligees*], their executors or administrators, or assigns, all such sums of money as at the time of such notice shall be due and owing from the said [*principal*], his heirs, executors, or administrators, unto the said [*obligees*], their executors, administrators, or assigns, in case the same shall not exceed the sum of £——; but if the same shall exceed the sum of £——, then the sum of £——, in part of the sum or sums then due and owing, as last aforesaid; or if no such notice as aforesaid shall be given or left as aforesaid; Then, in any of the said cases, the above-written bond or obligation shall be void; otherwise the same shall remain in full force.

months after notice of such sums not exceeding £——as shall be due; but if exceeding £——, then that sum;

or if no such notice shall be given.

Signed, sealed, and delivered by the above-named —— in the presence of ——.

HIRE-PURCHASE.

1. AGREEMENT *for the* HIRE *of* FURNITURE, *&c. in an* HOTEL *with* OPTION *of* PURCHASE (*a*).

THIS AGREEMENT, made the —— day of ——, 19—, BETWEEN [*owner of furniture*], of, &c. (hereinafter called the Parties.

(*a*) The custom of hotel-keepers holding furniture, &c. on hire being well established, the effects, on the bankruptcy of the hirer, will not be in his order and disposition within sect. 44 of the Bankruptcy Act, 1883. *Crawcour* v. *Salter*, 18 Ch. D. 30; *Ex parte Turquand, Re Parker*, 14 Q. B. D. 636. *Secus*, as regards private householders. See *Ex parte Brooks*, 23 Ch. D. 261. Such an agreement will not require registration as a bill of sale. *Ex parte Crawcour*, 9 Ch. D. 419; see also *Re Davis, Ex parte Rawlings*, 22 Q. B. D. 193.

owner), of the one part, and [*hotel-keeper*], of, &c. (hereinafter called the hirer), of the other part, WITNESSETH, and the parties hereto mutually agree as follows, that is to say:—

Agreement for hire of furniture and effects.

1. The owner agrees to let to the hirer, and the hirer agrees to take on hire from the owner, with an option of purchase thereof, as hereinafter mentioned, the household furniture, removable fixtures, plate, plant, utensils, and all other things used by the owner in the business of an hotel-keeper hitherto carried on by him in and about the —— Hotel, and henceforth to be carried on there by the hirer, and specified and described in the schedule hereunder written, and hereinafter referred to as "the said effects."

Value of effects to be deemed to be £——.

2. The said effects have been ascertained and shall be taken to be of the value of £——, which is to be the sum so to be paid by the instalments and in the manner hereinafter mentioned, by the hirer to the owner as and for the hire of the said effects.

Payment of purchase-money by instalments.

3. The said hire instalments shall be paid as follows: on the signing hereof £——, on the —— day of ——, 19—, £——, on the —— day of ——, 19—, £——, and in every succeeding year, by half-yearly instalments of £——, payable on the —— day of —— and the —— day of —— in every year, of which the first half-yearly payment shall be made on the —— day of ——, 19—, and which half-yearly payment shall continue until the whole of the said sum of £—— shall have been paid, or until the hirer shall determine this agreement as hereinafter provided.

Instalments may be paid by anticipation.

4. The hirer may at any time, provided he shall have paid off all instalments previously due, pay all or any of the instalments, and in case he shall exercise this option, may deduct discount at the rate of —— per cent. in respect of any anticipative payments.

Repairs and insurance.

5. During the hiring, the hirer shall take all proper care of the said effects, and shall keep the same in a good condition and state of repair, and will keep insured in their full value such part of the said effects as are insurable, and will at all times, on demand, produce to the owner the policy of insurance and receipts for premiums, and in default the owner may make and keep up such insurance, and all monies expended by him for that purpose shall be repaid to him by the hirer on demand, with interest at the rate of —— per cent. per annum from the date of expenditure, and the hirer shall not, without the consent of the owner, remove or, except in the ordinary course of business, part with the posses-

sion of the said effects or any of them, or assign, transfer, underlet, or lend the same to any person or persons whomsoever.

Power for owner to seize effects on defaults of hirer.

6. In case the hirer shall during the continuance of this agreement do or suffer any of the following acts or things, namely, either

(a) Fail to pay any of the hiring instalments within twenty-one days after the same shall have become due;

(b) Become bankrupt or compound with his creditors;

(c) Execute a bill of sale;

(d) Do or suffer any act or thing whereby or in consequence of which the said effects or any of them may be distrained, seized, or taken in execution under legal process;

(e) Or break or fail to perform or observe any condition on his part herein contained:

then and in such cases, the owner may enter into any house or place where the said effects or any of them may then be, and seize, remove, and retake possession of the said effects or any part thereof, and all hiring instalments previously paid by the hirer shall be absolutely forfeited to the owner, but the hirer shall not be liable for any future instalments.

Negotiable instruments to be deposited by way of collateral security.

7. On the signing hereof the hirer shall deposit with the owner promissory notes for the total amount of hire instalments to be paid hereunder, such promissory notes being given as collateral security and without prejudice to the title of the owner to the said effects or to any rights reserved to him by this agreement, and subject to the stipulation that in case of the said effects being seized and removed by the owner or being returned by the hirer to the owner under the provisions hereof, the said promissory notes or so many of them as shall then be current, shall after such seizure and removal or return be given up on demand to the hirer, and shall from and after such seizure or removal or return become absolutely void.

Power for hirer to determine agreement.

8. The hirer may at any time determine this agreement by returning the said effects at his own cost to the owner (*b*).

(*b*) An agreement in this form does not make the hirer a person who has "agreed to buy goods" within the meaning of the Factors Act, 1889, s. 9, and the Sale of Goods Act, 1893, s. 25 (2), and the owner can therefore recover the effects from a third person to whom the hirer may wrongfully deliver them. *Helby* v. *Matthews*, [1895] A. C. 471.

On payment of entire purchase money, effects to become property of hirer.

9. This agreement shall also determine upon payment by the hirer to the owner of the full sum of £—— by the instalments aforesaid, or by anticipation as hereinbefore provided, and in such case the said effects shall become and be the property of the hirer, but until the whole of the said sum shall have been paid, the said effects shall remain the sole and absolute property of the owner, and in the meantime are only let on hire to the hirer.

10. The expressions "owner" and "hirer" herein used include executors and administrators of the parties hereto respectively.

As witness, &c.

The Schedule above referred to.

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2. AGREEMENT *for the* Hire *of a* Pianoforte *with* Option *of* Purchase.

THIS AGREEMENT, made the —— day of ——, 19—, Between [*owner of pianoforte*], of, &c. (hereinafter called the owner), of the one part, and [*hirer*], of, &c. (hereinafter called the hirer), of the other part, WITNESSETH, and the parties hereto mutually agree as follows, that is to say:—

Agreement for hire.

1. The owner agrees to let to the hirer, and the hirer agrees to take on hire from the owner, with an option of purchase, the —— pianoforte, Class ——, No. ——.

Payment of instalments.

2. The hirer shall pay to the owner as and for the hire of the said pianoforte the sum of £—— on the signing of this agreement and the sum of £—— on the —— day of every calendar month thereafter until the sum of £—— shall have been paid, or until this agreement shall be determined in pursuance of the provisions hereinafter contained.

Anticipatory payments.

3. The hirer may at any time, provided he shall have paid all instalments previously due, pay all or any of the said instalments, and in case he shall exercise his option, may deduct discount at the rate of —— per cent. in respect of any anticipatory payments.

Default of hirer.

4. In case of default in the punctual payment of any instalment, or in case the pianoforte shall be removed without the consent in writing of the owner, or in case the hirer shall become bankrupt or compound with his creditors, the instalments previously paid shall be forfeited to the owner, who shall thereupon be entitled

to resume possession of the instrument, the understanding being that until full payment of the said sum of £——, the said pianoforte remains the sole and absolute property of the owner, and is only lent on hire to the hirer, who will take all reasonable care of it during the hiring, and in case of damage by fire or otherwise, bear the loss or risk.

5. The hirer may at any time determine this agreement by returning pianoforte at his own cost to the owner (*c*). Power of hirer to determine agreement.

6. Upon full payment by the hirer to the owner of the said sum of £——, the said pianoforte shall become the property of the hirer. On full payment property to vest in hirer.

As witness, &c.

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3. AGREEMENT *for the* Hire *of* Machinery—*Repairs —Insurance*—Option *to* Purchase *for Gross Sum.*

THIS AGREEMENT, made the —— day of ——, 19—, Between [*machinery manufacturer*], of, &c., of the one part, and [*mill-owner*], of, &c., of the other part, WITNESSETH, and the parties hereto mutually agree as follows, that is to say:—

1. In consideration of the payments hereby reserved, and of the performance of the conditions and stipulations hereinafter contained, and on the part of the said [*mill-owner*] to be performed, the said [*manufacturer*] will on or before the —— day of —— next, erect and place in the mills of the said [*mill-owner*], called the —— Mills, situated at —— in the county of ——, all the steam-engines, machinery, apparatus, and plant particularly described in the schedule hereunder written and hereinafter called the said machinery. Agreement to supply machinery.

2. The said [*mill-owner*] shall hold and be at liberty to use the said machinery as from the —— day of —— next, for the term of —— years at the rent of £—— per annum, payable half-yearly on the —— day of —— and the —— day of —— in each year during the continuance of the said term, such payments making in the aggregate the sum of £—— [*the price of the machinery*], and the first of such payments to be made [in advance] on the —— day of —— next.

(*c*) See note (*b*), p. 705, *ante*.

Repairs.

3. The said [*mill-owner*] shall, at his own expense, from time to time, and at all times during continuance of the said term, replace and make good all such parts of the said machinery as may be broken, worn out or damaged, and keep the same in a perfect state of repair, and in every respect in good working order; and he will not, during the said term, remove any part of the said machinery from the building where the same may be erected without first obtaining the consent in writing of the said [*manufacturer*] upon every such removal, nor assign, transfer, underlet, lend, or part with the possession of the same either directly or indirectly to any person or persons whomsoever.

Payment of rents, &c.

4. The said [*mill-owner*] will duly and punctually pay the said rents hereby reserved, and perform and observe all the conditions and stipulations herein contained, and on his part to be performed and observed; And also so long as the term hereby created is subsisting will duly and punctually pay the rent reserved by and perform and observe the covenants contained in the lease, under or by virtue whereof he now holds and occupies the said mill and premises at —— aforesaid, and will from time to time, within —— days after such last-mentioned rent shall become payable, produce to the said [*manufacturer*] the receipt for the last payment thereof; and will not do or suffer anything whereby the said machinery or any part thereof shall or may be distrained, seized, taken in execution, attached, removed, destroyed, or injured.

Insurance.

5. The said [*mill-owner*] shall, so long as the said machinery remains in or upon the said mill and premises, insure and keep insured the same against loss or damage by fire, in some respectable office, in at least the sum of £—— [*total price of machinery*], and will pay all premiums and other sums from time to time payable for keeping on foot every such insurance within —— days after the first day on which it shall respectively become payable, and will forthwith deliver to the said [*manufacturer*] the policy or policies of such insurance, and also when required deliver to him the receipt for every premium and sum which shall become payable as aforesaid; and in default, the said [*manufacturer*] may insure and keep insured all or any of the said machinery to the amount aforesaid, and may pay the premiums and all other sums (if any) which may become payable for keeping on foot such insurance and all expenses incurred in so doing; and the

said [*mill-owner*] will repay to the said [*manufacturer*] all such premiums, sums, and expenses with interest thereon respectively at the rate of £—— per cent. per annum, from the time of the respective payments; And all moneys received in respect of any insurance of the said machinery shall forthwith be applied to replace or restore the same.

Manufacturer may mark machinery.

6. The said [*mill-owner*] shall allow the said [*manufacturer*] to mark the said machinery, or such parts thereof and in such manner as he the said [*manufacturer*] shall think fit, with his name engraved on plates or otherwise to distinguish the said machinery as his property.

Property in the machinery to remain in the manufacturer.

7. It is hereby expressly declared that the property in the said machinery shall, until the expiration of the said term, or sooner cesser thereof, by reason of the proviso herein contained, remain in the said [*manufacturer*] to all intents and purposes: Provided that the said machinery shall become the absolute property of the said [*mill-owner*] on the expiration of the said term and payment of all rent hereby covenanted to be paid, and all costs, charges, and expenses connected with this agreement or with such machinery, including legal expenses, and the costs of such insurance as aforesaid, or at the option of the said [*mill-owner*] upon the payment at any time before the expiration of the said term of —— years of the said aggregate sum of £——, or of any unpaid part thereof, after giving credit to the said [*mill-owner*] for all previous payments by way of rent (if any) duly and regularly made by him under the stipulations herein contained, and also upon the payment of all such costs, charges, and expenses as aforesaid: Provided also that the said [*mill-owner*] shall be entitled to discount at the rate of £—— per cent. upon payment of the said aggregate sum or of any such unpaid part thereof as aforesaid.

Cesser of agreement on bankruptcy, &c. of mill-owner.

8. In case of the bankruptcy of the said [*mill-owner*], or if he shall enter into liquidation for the benefit of or compound with creditors, or give a bill of sale, or if he shall make default in performing or observing any of the covenants, conditions or agreements herein contained and on his part to be performed and observed, the said aggregate sum of £—— shall become immediately payable to the said [*manufacturer*], and the said [*manufacturer*] may at his option enter upon the said mill and premises and into every building in which any part of the said machinery

may then be, and seize upon and take possession of and remove the said machinery, and may, if he shall think proper, without any consent of the said [*mill-owner*], sell the same as freely as if this agreement had not been made.

Mill-owner to repay all expenses not covered by sale of machinery.

9. On the sale of the said machinery in such case as aforesaid, if the same shall not produce a sufficient sum to make up the said aggregate sum of £—— (allowing for the payments of rent already made in respect thereof), as well as to cover such costs, charges, and expenses as aforesaid, the said [*manufacturer*] may sue the said [*mill-owner*], or may prove against his estate in bankruptcy for the balance necessary to make up the aggregate sum of £——, and to cover all such costs, charges, and expenses as aforesaid, and in case such sale shall produce more than sufficient to make up such aggregate sum and to cover all such costs, charges, and expenses, the said [*manufacturer*] will pay over such surplus expenses, if any, to the said [*mill-owner*].

In witness, &c.

INDEMNITIES.

1. BOND *given by the* Purchaser *of* Leasehold Premises, *to the* Vendor (*the* Lessee), indemnifying *him from* Rent *and* Covenants *in the* Lease.

Obligation.

KNOW ALL MEN by these presents, that I [*obligor*], of, &c., am bound to [*obligee*], of, &c., in the sum of £——, to be paid to the said [*obligee*], his executors, administrators, or assigns, or to his or their attorney or attorneys; For which payment I bind myself by these presents; Sealed with my seal: Dated the —— day of ——, 19—.

Recitals: of lease;

Whereas, by an indenture of lease, dated the —— day of ——, and made between [*lessor*], of the one part, and the above-named [*obligee*], of the other part, the said [*lessor*] demised unto the said [*obligee*], All that messuage or dwelling-house, being No. —— in —— Street, in the city of ——, with the appurtenances, for the term of —— years thence next ensuing, at the yearly rent of £——, payable quarterly, and subject to certain

covenants on the part of the said [*obligee*], his heirs, executors, administrators, and assigns, to be observed and performed: AND WHEREAS the above-bounden [*obligor*] has contracted with the said [*obligee*] for the purchase of the messuage and premises comprised in the said indenture of lease, for all the residue of the term thereby granted; And by an indenture of assignment, bearing even date with the above-written obligation, made between the said [*obligee*], of the one part, and the said [*obligor*], of the other part, the same premises have been [*or* are intended to be], assigned unto and vested in the said [*obligor*], his executors, administrators, and assigns, for all the residue now to come and unexpired of the said term of —— years, at the rent and subject to the covenants reserved by and contained in the said indenture of lease, and on the lessee's part to be paid and performed: AND WHEREAS, upon the treaty for the said purchase, it was agreed between the said parties, that the said [*obligor*] should give unto the said [*obligee*] a bond or obligation, with a condition to be thereunder written, to the effect hereinafter contained. NOW THE CONDITION of the above-written obligation is such, that if the above-bounden [*obligor*], his heirs, executors, administrators or assigns, shall from time to time hereafter pay the said rent of £——, and observe and perform the several covenants, conditions, and agreements, reserved by and contained in the said indenture of lease, and on the part of the [*lessee*], his heirs, executors, administrators or assigns, to be paid, observed, and performed; And also if the said [*obligor*], his heirs, executors, administrators or assigns, shall from time to time, and at all times hereafter, effectually keep indemnified the said [*obligee*], his heirs, executors and administrators, from all actions and other proceedings which shall be commenced or prosecuted against the said [*obligee*], his heirs, executors or administrators, and all costs, losses, damages and expenses which he or they or any of them shall respectively incur or suffer, by reason of the non-observance or non-performance of the said covenants, conditions, and agreements, or any of them, or the non-payment of the said rent, or by reason of any matter or thing in relation thereto, THEN the above-written bond shall be void; otherwise it shall be and remain in full force.

of contract for purchase;

of assignment of even date;

of agreement for indemnity

Condition.

2. DEED *of* Covenant *to* indemnify *a* Tenant *paying* Rent, *where the* Title *to the* Reversion *is in* Dispute, *against any* Distress, Entry, *or* Claim *in respect of the* Rent.

Parties. THIS INDENTURE, made on the —— day of ——, Between [*landlord*], of, &c., of the one part, and [*tenant*], of, &c., of the other part:

Recitals: of lease; Whereas, by an indenture of lease dated the —— day of ——, and made between the said [*landlord*], of the one part, and the said [*tenant*], of the other part: All those [*parcels*] were demised unto the said [*tenant*] for the term of —— years from the —— day of ——, 19—, at the annual rent of £——, and subject to the covenants and conditions therein contained:

of dispute as to title. And whereas an action is now pending between the said [*landlord*] and certain other persons as to the right or title of the said [*landlord*] to the reversion of the said messuage and premises comprised in the said indenture of lease, but the said [*tenant*] has agreed to pay the rent for the same, as and when it shall accrue due, to the said [*landlord*], upon receiving from the said [*landlord*] an indemnity in manner hereinafter appearing.

Covenant to indemnify tenant from distress, &c. NOW the said [*landlord*] covenants with the said [*tenant*] that the said [*landlord*], his executors, administrators, or assigns, will henceforth indemnify the said [*tenant*], his heirs and assigns, and other the occupiers of the premises comprised in the said indenture of lease, or of any part thereof, against all distresses, entries, claims, demands, actions, and other proceedings for the recovery of or in relation to the said rent, or any part thereof, and also against all losses, costs, charges, damages, or expenses which he or they may pay or sustain, on account or in respect of payment of the said rent, or any part thereof, to the said [*landlord*], his heirs or assigns, or otherwise in relation to the premises.

In witness, &c.

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3. SHORT Form *of* Agreement *for* indemnity *against* Rent *and* Covenants.

I, the undersigned A. B., hereby undertake, in consideration of your having this day assigned to me all your interest under the agreement between yourself and C. D., to indemnify you

against the payment of rent and the performance of the covenants and conditions contained therein.

Dated ——.

(Signed) A. B.

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4. BOND *of* INDEMNITY *to the* EXECUTOR *of an* OBLIGOR *of a* LOST BOND, *on* PAYMENT *of* MONEY *secured thereby.*

[BOND, *ut ante*, p. 317.]

WHEREAS, by a bond or obligation dated the —— day of ——, under the hand and seal of [*obligee's testator*], of, &c., the said [*obligee's testator*] became bound unto the said [*obligor*], in the penal sum of £——, with a condition for making the same void, upon payment by the said [*obligee's testator*], his executors or administrators, unto the said [*obligor*], his executors, administrators, or assigns, of the sum of £——, with interest, after the rate of five pounds per centum per annum, on the day therein mentioned: AND WHEREAS the said [*obligee's testator*] died on the —— day of ——, having duly made his will, dated the —— —— day of ——, and thereof appointed the said [*obligee*] sole executor, who has duly proved the same in the Principal Registry of the High Court of Justice, Probate Division: AND WHEREAS the said principal sum of £—— is still due and owing upon the said bond or obligation, and the said [*obligor*] having called upon the said [*obligee*], as the executor of the said [*obligee's testator*], for the payment of the said sum of £——, he the said [*obligee*] has agreed to pay the same accordingly, in full satisfaction of all principal and interest moneys due and owing upon or by virtue of the said recited bond; but the same bond having been lost or mislaid, the said [*obligor*] has consented, upon such payment being so made to him as aforesaid, to enter into a bond, conditioned for the indemnity of the said [*obligee*] as hereinafter mentioned: AND WHEREAS, in pursuance of the said agreement, the said [*obligee*] has this day paid to the said [*obligor*] the said sum of £——, as he the said [*obligor*] hereby acknowledges. NOW THE CONDITION of the above-written bond or obligation is such, that if the said [*obligor*], his heirs, executors, or administrators, shall, when and so soon as the said bond of the said —— day of ——, shall be found, deliver or cause to be delivered

Recites the bond which is lost.

Death of obligor and representation to him.

That principal secured by bond is still due, and agreement to pay it on execution of bond of indemnity.

That moneys secured by bond have been paid.

Condition to be void on giving up bond if found, and indemnifying execu-

tor of obligor in the meantime.

the same unto the said [*obligee*], his executors or administrators, or the executors or administrators of the said [*obligee's testator*], deceased, for the purpose of being cancelled; And also if the said [*obligor*], his heirs, executors, or administrators, shall, from time to time, and at all times hereafter, until the said bond shall be so delivered up to be cancelled as aforesaid, keep indemnified the said [*obligee*], his heirs, executors, and administrators, and the heirs, executors, and administrators of the said [*obligee's testator*], deceased, and the lands and tenements, goods and chattels, of them and every of them from and against the said bond, and all principal and interest moneys thereby secured as aforesaid, and from and against all actions, costs, charges, damages, and expenses, which he or they shall or may pay, bear, suffer, sustain, and be put unto, for or by reason or on account of the said bond, or the principal and interest moneys thereby secured or any act, matter, or thing relating thereto; Then the above-written bond (*a*), &c.

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5. BOND *of* INDEMNITY, *from a* VENDOR *to a* PURCHASER, *against the* LOSS *of* TITLE DEEDS.

[FORM *of Obligation, ut ante*, p. 317.]

Recital of loss of deeds, and agreement for indemnity.

WHEREAS (*recital of conveyance by obligor to obligee of certain freeholds*): AND WHEREAS the title deeds and writings belonging or relating to the said freehold messuages and hereditaments are lost or mislaid, and the said [*obligor*], upon the treaty for the sale of the said premises, agreed to give unto the said [*obligee*] in respect of the same deeds, the security or indemnity of the bond of the said [*obligor*], with such condition as is hereinafter

Condition.

expressed. NOW, THEREFORE, THE CONDITION of the above-written bond or obligation is such, that, if at any time or times the several title deeds and writings belonging or relating to the title of the said premises, and specified in the schedule

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(*a*) The Court will entertain an action by the obligee of a lost bond, to enforce payment, on an indemnity being given. *East India Co.* v. *Boddam*, 9 Ves. 464. See *Macartney* v. *Graham*, 2 Russ. & M. 253; *Stokoe* v. *Robson*, 6 Mad. 41, n.; *Shelmardine* v. *Harrop*, 6 Mad. 39; *Ex parte Wallis, Re Hambly*, 1 Dea. 496.

hereunder written, shall be found, and the said [*obligor*], her heirs, executors, or administrators, shall deliver or cause to be delivered the same title deeds and writings unto the said [*obligee*], his heirs or assigns, safe, whole, and uncancelled; or if such original deeds and writings, or any of them, being so found shall appear to be in the custody of some person or persons entitled to them in respect of other property, then if true and attested copies of such deeds and writings, together with the covenant or statutory acknowledgment and undertaking of the same person or persons, for the production and safe custody of the same deeds and writings shall be given (all such copies, covenants, acknowledgments, and undertakings, as aforesaid being respectively made and entered into at the expense of the said [*obligor*], her heirs, executors, or administrators); And also, if the said [*obligor*], her heirs, executors, and administrators, shall, in the meantime and until such deeds and writings shall be found, and also in case the same shall appear to be finally lost, keep indemnified the said [*obligee*], his heirs, executors, administrators, and assigns, and all his and their estates and effects whatsoever, from and against all claims and demands, evictions, molestations, hindrance, or disturbance whatsoever, by or from any person or persons claiming adversely to the title late of the said [*obligor*], and by her meant to be conveyed to the said [*obligee*], in the said freehold hereditaments as aforesaid, for or by reason or means of the want or non-production of the same title deeds, evidences, and writings, or any of them, Then, and in such respective case as aforesaid, the before-written bond or obligation shall be void; otherwise it shall be and remain in full force.

THE SCHEDULE ABOVE REFERRED TO.

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6. BOND *to* INDEMNIFY MORTGAGEES *against* CLAIM *of* DOWER. PROVISO *in case of such* CLAIM *enabling them to* CALL IN *the* MORTGAGE MONEY.

KNOW ALL MEN BY THESE PRESENTS, that we [*obligor*], of, &c., and [*obligor*], of, &c., are bound to [*obligee*], of, &c., and [*obligee*], of, &c., in the sum of £—— to be paid to the said [*obligees*], or to their executors, administrators or assigns, or to their attorney Bond.

or attorneys; For which payment we bind ourselves and each of of us jointly, severally and respectively by these presents; Sealed with our seals: Dated this —— day of ——, 19—.

Recital of mortgage ;

WHEREAS by an indenture of mortgage bearing even date with the above-written bond, and made between the above-named [*obligors*], of the one part, and the above-named [*obligees*], of the other part, the hereditaments comprised in the schedule to the said indenture, situate, &c., have been conveyed unto and to the use of the said [*obligees*], their heirs and assigns for ever, subject to a proviso therein contained for the redemption of the same premises on payment to the said [*obligees*] of the principal sum of £——, with interest for the same in the meantime, on the —— day of ——, 19—, but in the said indenture is contained a proviso that if said ——, his heirs, executors or administrators shall pay interest for the said principal sum half-yearly, on the days and in manner therein mentioned, the said [*obligees*], or their executors, administrators or assigns, shall not call in or compel payment of the said principal sum or any part thereof before the —— day of, &c.: AND WHEREAS it was agreed upon the treaty for the said loan that an indemnity should be given by the said [*obligors*] against any claim on the part of [*widow*], the widow of [A. B.], late of, &c., deceased, or her executors, administrators or assigns, in respect of dower or thirds out of the said hereditaments, and the above-written bond has been executed by them for that purpose: And it was further agreed that if any such claim should be made, the said principal sum or any part thereof should be recoverable before the said —— day of ——, 19—. NOW THE CONDITION of the above-written bond is such that if the said [*obligors*], or either of them, or their or either of their executors or administrators shall at all times hereafter protect and keep indemnified the said [*obligees*], and each of them, and their and each of their heirs, executors, administrators and assigns, and also the said hereditaments specified in the schedule to the hereinbefore recited indenture and every part thereof from and against all actions, claims and demands whatsoever on the part of the said [*widow*], her executors, administrators or assigns, in respect of dower or thirds out of the same hereditaments or any part thereof, then the above-written bond shall be void, otherwise it shall be and remain in full force.

containing proviso for continuance for a term of years.

Agreement for indemnity against dower,

and for recovering mortgage money in case of any claim.

Condition for indemnity by obligors.

Proviso that

AND IT IS HEREBY AGREED and declared, that if at any time during

the continuance of the aforesaid mortgage any such action, claim or demand as aforesaid shall be brought, commenced, or made against or upon the said [*obligees*], or either of them, or their or any of their heirs, executors, administrators or assigns, or against or upon the said hereditaments specified in the schedule to the hereinbefore recited indenture or any part thereof, Then and in every such case it shall be lawful for the said [*obligees*], or the survivor of them, or the executors or administrators of such survivor, or their or his assigns, to call in and compel payment of the said principal sum of £—— or any part thereof at any time or times before the said —— day of ——, 19—, the hereinbefore recited proviso to the contrary notwithstanding.

mortgagees may call in money if a claim is made.

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7. BOND *by a* PERSON *carrying on* BUSINESS *in the* NAME *of* ANOTHER *to* INDEMNIFY *the* LATTER *from* LOSS *or* DAMAGE.

[FORM *of Obligation, ut ante,* p. 317.]

Obligation.

WHEREAS the above-named [*obligee*] has, at the request of the above-bounden [*obligor*] consented that during the term of —— years from the date hereof, the said [*obligor*] may use the name of the said [*obligee*] in carrying on the business of —— at —— which he does and is to do for his own account and profit, and not for the account or profit of the said [*obligee*], but only to preserve the said business to himself, the said [*obligee*] having left the same; provided, however, that the said [*obligee*] may be indemnified against all damage by reason of so carrying on the said business or the using of his name therein; NOW THE CONDITION of the above-written bond is such, that if the said [*obligor*], his heirs, executors, or administrators, shall well and truly indemnify and save harmless the said [*obligee*], his executors and administrators, from all manner of suits, actions, damages, charges, and expenses, which he or they may sustain or be put to by reason of the said [*obligor*] so using the name of the said [*obligee*] as aforesaid, or by reason of anything relating thereto, then the above-written bond shall be void and of no effect; otherwise the same shall be and remain in full force.

Recital of consent to use of obligee's name.

Provided obligee indemnified.

Condition, indemnity of obligee.

Signed, sealed, and delivered by the above-named in the presence of ——.

8. DEED *executed on the* DISSOLUTION *of a* PARTNERSHIP *by effluxion of time where* ONE PARTNER *who takes over the* CREDITS *and* EFFECTS, *and a* SURETY, COVENANT *to* INDEMNIFY *the other against the* PARTNERSHIP DEBTS, *&c.* INDEMNITY *to* SURETY (*b*).

Parties.

THIS INDENTURE, made the —— day of ——, BETWEEN the within-named [A. B.], of the first part; the within-named [C. D.], of the second part; and [*surety*], of, &c., of the third part:

Recitals: of dissolution of partnership;

WHEREAS the partnership subsisting between the said [A. B.] and [C. D.], by virtue of the within-written indenture, was this day dissolved by effluxion of time, and notice of the dissolution thereof has been signed by the said [A. B.] and [C. D.] respectively, in order to its being inserted in the London Gazette, which advertisement is to be inserted at the expense of the said [C. D.]:

of agreement for carrying on the business;

AND WHEREAS it has been agreed between the said [A. B.] and [C. D.], that the within-mentioned trade or business shall henceforth be carried on by the said [C. D.], and that he shall take over the whole of the partnership stock, credit, and effects, and accordingly by an indenture bearing even date with these presents, and expressed to be made between the said [A. B.] of the one part, and [C. D.] of the other part (among other things), the said [A. B.], for the considerations therein mentioned, has assigned and released unto the said [C. D.], his executors, administrators, and assigns, all his estate and interest in the said business, and in the moneys, stock, credits, assets, and effects belonging to the said partnership, or to the said [A. B.] and [C. D.] or either of them, in respect of the same:

of agreement for indemnity.

AND WHEREAS as part of the consideration for the said assignment and release, it was agreed that the said [C. D.] and the said [*surety*] as his surety, should enter into the covenant hereinafter contained, NOW

Testatum.

THIS INDENTURE WITNESSETH, that, in pursuance of the said agreement, and in consideration of the premises, the said [C. D.] and [*surety*] hereby jointly and severally covenant with the said [A. B.], that they the said [C. D.] and [*surety*], or

Covenant by continuing partner and surety to

(*b*) This deed of covenant is intended to be indorsed on the articles of partnership; but it is sometimes desired that there should be an indemnity effected by a separate instrument, which is delivered to and retained by the retiring partner. Such an indemnity is more commonly effected by bonds than by deed of covenant, but the former mode has no advantage as regards efficacy or convenience over the latter.

one of them, or the heirs, executors, or administrators of them or one of them, will duly pay all the debts and sums of money owing by the said [A. B.] and [C. D.] on account of their said late partnership as aforesaid, at the respective times, and in the manner following (that is to say), such of the said debts as are already due and payable within the period of three calendar months from the date hereof, and the residue of the said debts within the period of three calendar months after the same shall become due and payable, and will effectually keep indemnified him the said [A. B.], his heirs, executors, and administrators, from and against all losses, costs, damages, and expenses whatsoever, by reason or on account of the non-payment of the same several debts, or any of them, at the respective periods aforesaid, or at any other period whatsoever; And also from and against all losses, costs, damages, and expenses whatsoever, by reason or on account of any action or suit, actions or suits, or other proceedings at law or in equity, in which the said [C. D.], his executors or administrators, shall at any time hereafter use the name or names of the said [A. B.], his executors or administrators (and which he the said [C. D.], his executors or administrators, is and are hereby authorised to do), or otherwise in relation thereto. indemnify retiring partner.

AND THIS INDENTURE FURTHER WITNESSETH, that, in pursuance of an agreement entered into by the said [C. D.] previously to the said [*surety*] agreeing to join as his surety in the covenant hereinbefore contained, he the said [C. D.] hereby covenants with the said [*surety*], that he the said [C. D.], his heirs, executors, or administrators, will at all times hereafter effectually keep indemnified the said [*surety*], his heirs, executors, and administrators, from all losses, costs, charges, damages, and expenses, by reason of the said [*surety*] having joined and concurred in the covenant hereinbefore contained on the part of the said [C. D.] and [*surety*], or by reason of any act, matter, or thing in anywise relating thereto. Further *testatum*. Covenant of indemnity by principal with surety.

In witness, &c.

LANDLORD AND TENANT (*a*).

1. NOTICE *to* QUIT *signed by the* LANDLORD *himself*.

To Mr. C. D.

Sir,—I hereby give you notice to quit and deliver up possession of the [house *or* farm, land] and premises, with the appurtenances situate [at —— *or* in the parish of ——] in the county of ——, which you hold of me, as tenant thereof, on the [twenty-fifth] day of March next [*or* at the expiration of the year of your tenancy which shall expire next after the end of one half-year from the service of this notice].

Dated the —— day of ——, 19—.

Yours, &c.

A. B. of ——.

2. NOTICE *to* QUIT *given by an* AGENT *of the* LANDLORD.

To Mr. C. D.

Sir,—I hereby, as agent for [A. B.], your landlord, and on his behalf, give you notice to quit and deliver up possession of the [house *or* farm, land] and premises, with the appurtenances, situate [at —— *or* in the parish of ——] in the county of ——, which you hold of him as tenant thereof, on the —— day of —— next [*or* at the expiration of the year of your tenancy which shall expire next after the end of one half-year from the service of this notice].

Dated the —— day of ——, 19—.

Yours, &c.

E. F. of ——,

Agent for the above-named A. B.

3. NOTICE *by* LANDLORD *to* QUIT LODGINGS.

Sir,—I hereby give you notice to quit and deliver up on —— the —— day of —— instant *or* next, the rooms or apartments

(*a*) See also "Agricultural Holdings," "Distress."

with the appurtenances in my house [No. 25, Green Street, Grosvenor Square] which you now hold of me.

Dated this —— day of ——, 19—.

Yours, &c.

A. B. of ——.

To Mr. C. D.

4. NOTICE *to* QUIT *signed by the* TENANT *himself*.

To A. B., Esq.

Sir,—I hereby give you notice that it is my intention to quit and deliver up possession of the house [*or* farm, land] and premises, with the appurtenances, situate [at —— *or* in the parish of ——] in the county of ——, now held by me as your tenant thereof, on the [twenty-fifth] day of [March] next (*b*).

Dated the —— day of ——, 19—.

Yours, &c.

C. D. of ——

5. NOTICE *to* QUIT *given by an* AGENT *of the* TENANT.

To A. B., Esq.

Sir,—I hereby, as agent for C. D., your tenant, and on his behalf, give you notice that it is his intention to quit and deliver up possession of the [house *or* farm, land] and premises, with the appurtenances, situate [at —— *or* in the parish of ——] in the county of ——, now held by him as your tenant thereof, on the —— day of —— next (*b*).

Dated the —— day of ——, 19—.

Yours, &c.

G. H. of ——,

Agent for the above-named C. D.

(*b*) The words,

or "at the expiration of the year of [my *or* his] tenancy which shall expire next after the end of one half-year from the service of this notice,"

are seldom necessary when the notice is given by or on behalf of the tenant, who generally knows at what time of the year his tenancy commenced.

6. NOTICE *by* TENANT *to* QUIT LODGINGS.

Sir,—I hereby give you notice that on ——, the —— day of —— instant *or* next I shall quit and deliver up possession of the rooms and apartments, with the appurtenances, in your house [No. 25, Green Street, Grosvenor Square].

Dated the —— day of ——, 19—.

Yours, &c.

C. D. of ——.

To Mr. A. B.

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7. NOTICE *to* QUIT *given by* TENANT *in* COMMON.

To Mr. C. D.

Sir,—I hereby give you notice of my intention to determine the tenancy under which you now hold of me [one undivided *third* part or share *as the case may be*] of and in the [messuage *or* farm, land] and premises with the appurtenances, situate at —— in the county of ——, and require you to quit the same on the —— day of —— next [*or* at the expiration of the year of your tenancy, which shall expire next after the end of one half-year from the service of this notice].

Dated the —— day of ——, 19—.

Yours, &c.

A. B. of ——.

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8. NOTICE *to* DETERMINE *a* LEASE *for* TWENTY-ONE YEARS, *at the end of the first* SEVEN *or* FOURTEEN YEARS, *pursuant to a* PROVISO *or* POWER *therein contained*.

To Mr. C. D.

Sir,—In pursuance of the proviso or power (*c*) in this behalf contained in an indenture of lease dated the —— day of ——, 19—, made or expressed to be made between [*as the case may be*], I the undersigned [being the assignee of the immediate reversion of and in the tenements with the appurtenances demised by the said lease], do hereby give you notice that it is my intention to

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(*c*) A notice to quit at the end of the first seven or fourteen years is sufficient, although it does not refer to the proviso. *Giddens* v. *Dodd* (1856), 3 Drew. 485; 25 L. J. Ch. 451.

avoid the said lease, and to put an end to the term thereby granted at the end of the first [seven *or* fourteen *or as the case may be*] years of the said term.

Dated the —— day of ——, 19—.

Yours, &c.
E. F. of ——

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9. DEMAND *of* POSSESSION, *to* DETERMINE *any* EXPRESS *or* IMPLIED TENANCY *at* WILL.

To Mr. C. D.

Sir,—I do hereby [*if given by an agent, say,* "as agent of and for A. B. of ——"] demand and require you forthwith to quit and deliver up possession of [the messuage, land and premises] with the appurtenances situate and being [at —— *or* in the parish of ——] in the county of ——, now in your possession. [In case of any refusal or neglect on your part to comply with this notice, an action of ejectment will be commenced against you without further notice.] And you are hereby warned not to commit any waste, spoil or damage in or upon the said premises or any part thereof.

Dated this —— day of ——, 19—.

Yours, &c.
A. B. of ——.
[*or* E. F. of ——,
Agent for the above-named A. B.]

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10. DEMAND *of* POSSESSION (*d*) *pursuant to C. L. P. Act,* 1852, *s.* 213.

To Mr. C. D.

Sir,—I do hereby [*if given by an agent, say,* "as agent of

(*d*) This demand may be addressed to the tenant "or any one holding or claiming by or under him," and may be "served personally upon, or left at the dwelling-house or usual place of abode of such tenant or person." C. L. P. Act, 1852 (15 & 16 Vict. c. 76), s. 213. If possible, an express refusal to deliver possession pursuant to the notice should be obtained.

and for A. B., your landlord, and on his behalf "], according to the form of the statute in such case made and provided, demand of and require you forthwith to quit and deliver up possession of [the messuage, land and premises *or* the farm and premises, *or as the case may be*], with the appurtenances, situate and being [at —— *or* in the parish of ——] in the county of ——, and which were held by you under a [lease *or* agreement in writing], bearing date the —— day of ——, 19—, for the term of —— years, which expired on or about the —— day of —— last [*or* as tenant from year to year, which tenancy was determined by the said A. B., *or* by you, *as the case may be*, on the —— day of —— last, by a regular notice to quit before then duly given.]

Dated this —— day of ——, 19—.

[*Signature, &c., as in No.* 9.]

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11. DEMAND *of* POSSESSION *at the end of a* TENANCY, *otherwise double* RENT *or double* VALUE.

To Mr. C. D.

Sir,—I do hereby [as agent for and on behalf of your landlord, A. B.] demand and require you to quit and deliver up possession of [*describe the premises shortly*] with the appurtenances, situate at —— *or* in the parish of ——, in the county of ——[forthwith, *or if the term have not expired, say,* "on the expiration of your term therein, which will expire on or about the —— day of —— next *or* instant "]: and take notice, that if you hold over the said premises after ["the service hereof" *or* "the expiration of the term "] you will be liable to pay [double value *or* double rent (*e*)] for the said premises, pursuant to the statute in such case made and provided.

Dated this —— day of ——, 19—.

[*Signature, &c., as in No.* 9.]

(*e*) State correctly which.

12. NOTICE *to* TENANT *to* DELIVER UP POSSESSION, *pursuant to* 1 *&* 2 *Vict. c.* 74 (*f*).

I, —— [owner *or* agent to ——, the owner, *as the case may be*], do hereby give you notice, that unless peaceable possession of the tenement [*shortly describing it*], situate ——, which was held of me [*or* "of the said ——," *as the case may be*], under a tenancy from year to year [*or as the case may be*], which expired [*or* "was determined"] by notice to quit from the said —— [*or otherwise, as the case may be*] on the —— day of ——, and which tenement is now held over and detained from the said ——, be given to —— [*the owner or agent*], on or before the expiration of seven clear days from the service of this notice, I, ——, shall on —— next, the —— day of ——, at —— of the clock of the same day, at —— (*g*), apply to his Majesty's justices of the peace acting for the district of —— [*being the district, division or place in which the said tenement, or any part thereof, is situate*], in petty sessions assembled, to issue their warrant directing the constables of the said district to enter and take possession of the said tenement, and to eject any person therefrom.

Dated this —— day of ——, 19—.

(Signed) ——.
[Owner *or* Agent.]

To Mr. C. D.

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13. NOTICE *to* REPAIR.

Sir,—You are hereby required [forthwith *or* within three calendar months now next] to put in good tenantable repair, order and condition (*h*) the [messuage] and premises, with the

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(*f*) This form is given, with form of complaint to justices and of warrant of possession, in the schedule to the Small Tenements Recovery Act, 1838 (1 & 2 Vict. c. 74), and should therefore be followed very closely. By direction appended to the form of complaint, a duplicate of this notice is to be annexed thereto.

(*g*) The notice should mention *the place* in a borough, &c. where the application will be made; and if given by an agent, should describe him as agent of the *owner* of the premises. *Delaney* v. *Fox* (1856), 1 C. B. N. S. 166.

(*h*) Follow as closely as possible the language of the lease.

appurtenances, situate at —— in the parish of ——, in the county of ——, which you now hold of [me, *or* of A. B. of ——]; and particularly to do all and singular the amendments and repairs specified in the schedule hereinunder written.

Dated this —— day of ——, 19—.

Yours, &c.

A. B. of ——.

[*or* E. F. of ——,

Surveyor of the said A. B.]

To Mr. C. D.

THE SCHEDULE ABOVE REFERRED TO.

[*Here specify the amendments and repairs required to be done.*]

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14. THE LIKE—ANOTHER FORM.

To Mr. C. D.

Sir,—Having surveyed the [messuage] and premises, with the appurtenances, situate at ——, in the parish of ——, in the county of ——, now held by you under a lease, bearing date the —— day of ——, 19—, and expressed to be made between A. B. of the one part, and you the said C. D. of the other part; I find that the amendments and repairs specified in the schedule hereunder written, are now necessary to be done pursuant to the covenants in that behalf contained in the said lease. And I hereby give you notice to do all and singular such amendments and repairs [forthwith *or* within three calendar months next after the service of this notice].

Dated this —— day of ——, 19—.

Yours, &c.

E. F. of ——,

Surveyor of the said A. B.

THE SCHEDULE ABOVE REFERRED TO.

[*Here specify the amendments and repairs required to be done.*]

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15. NOTICES *under Conveyancing Act* BEFORE PROCEEDING *to* ENFORCE RIGHT *of* RE-ENTRY (*i*).

Ejectment.

44 & 45 Vict. c. 41, s. 14.

To [*naming a lessee and a sub-lessee*] and all others whom it may concern.

You are hereby required within three calendar months from the date hereof to well and substantially repair, uphold, support, maintain, pave, purge, scour, cleanse, empty, amend, paper, glaze, and keep the messuage, tenement, and premises with the appurtenances thereto belonging, situate, and being No. 111, Pentonville Road, in the parish of St. James, Clerkenwell, in the county of Middlesex, which you now hold of Captain Frederick Thomas Penton of Chalfont Park in the county of Buckingham, and particularly to do all and singular the amendments and repairs specified in the schedule hereto annexed and make compensations by payment to the said Frederick Thomas Penton of the sum of £20.

Dated this 22nd day of September, 1896.

Lee & Pembertons,
44, Lincoln's Inn Fields,
Solicitors for the said Frederick Thomas Penton.

[SCHEDULE.]

Another Form (for Non-repair) (*j*).

To C. D. and all parties interested.

I hereby give you notice that you have committed breaches of the covenants to repair the house No. 13, Brick Street, which

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(*i*) The above form was that used in *Penton* v. *Barnett*, [1898] 1 Q. B. 276.

(*j*) For other forms, see Key & Elphinstone's Conveyancing Precedents, 9th ed., vol. ii., at p. 346. The requirement to pay a sum of money as compensation for the breach need not be inserted. *Lock* v. *Pearce*, [1893] 2 Ch. 271. The expenses of a solicitor or surveyor cannot be claimed under sub-sect. (1) of sect. 14 of the Conveyancing Act, 1881, but can be awarded by the Court under sub-sect. (2) of that enactment as amended by sect. 2 (1) of the Conveyancing Act, 1892.

you hold of me under a lease dated the —— of ——, 18—[*or* 19—] containing such covenants.

The particulars of the said breaches are specified in the schedule hereto. And I hereby require you within —— months from the date of this notice to remedy the said breaches and to pay me £—— as compensation for the same.

(Signed ——.

[SCHEDULE.]

For another case (Nuisance).

To C. D.

I hereby give you notice that I complain of your having annoyed my tenants occupying houses on each side of the house No. 13, Brick Street, which you hold of me under a lease dated the —— day of ——, and containing a covenant that the tenant will not do or suffer anything that will grow to the annoyance of the occupiers of such houses.

The breach of such covenant consists in your having frequently suffered noxious vapours to proceed from your garden.

I hereby require you to desist forthwith from such annoyance, and also to pay me £50 as compensation for such breach of covenant.

(Signed) A. B.

For another case (Cutting down Trees).

To C. D.

I hereby give you notice that I complain of your having cut down [apple trees in the two orchards and six elm trees in the field called the Big Field on the Manor Farm], which you hold of me under a lease containing a covenant not to cut down trees, and I require you to pay me £100 as compensation for having cut down the said trees, and also to replace the said trees by planting new apple trees and new elm trees.

(Signed) A. B.

For another case (Permitting Drunkenness).

To C. D.

I hereby give you notice that I complain of your having been convicted of the offence of permitting drunkenness [*or*, of your having permitted drunkenness] in the Swan Inn, which you hold

of me under a lease containing a covenant not to permit drunkenness therein, and I require you to pay me £50 as compensation for such breach of covenant.

(Signed) A. B.

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16. ATTORNMENT *by several* TENANTS, *to a* PURCHASER *from their* LANDLORD.

WE, E. F. of —— [*trade*], G. H. of —— [*trade*], I. K. —— [*yeoman*], and L. M. of —— [*labourer*], do hereby severally and respectively, with the privity and consent of our landlord A. B. of —— [*esquire*], testified by his signing his name in the margin hereof, ATTORN and become tenants to C. D. of —— [*gentleman*], of the premises in our respective occupations mentioned in the schedule hereunder written, with the appurtenances, as the same are now in our respective tenures or occupations: TO HOLD the same respectively at the same rent, and under and subject to the same stipulations, agreements and conditions as those under which we now respectively hold the same. AND each of us has this day paid to the said C. D. the sum of [one shilling *or* one penny] for and on account and in part payment of the said rent, and by way of acknowledgment of the title of the said C. D. AS WITNESS our hands the —— day of ——, 19—.

I consent to these attornments. A.B.

THE SCHEDULE ABOVE MENTIONED:

PART THE FIRST. Premises in the tenure or occupation of the above-named E. F. upon a tenancy from year to year, commencing on the —— day of —— in each year, at the yearly rent of £—— payable quarterly [on the usual days, *or as the case may be*], viz., All that [*describe the premises*, ex. gr. messuage and premises known as No. ——, —— Street, in —— aforesaid, with the garden, yard and appurtenances], as the same are now in the occupation of the said E. F.

PART THE SECOND. Premises in the tenure or occupation of the above-named G. H. upon a tenancy from quarter to quarter, commencing from the —— day of —— last (*k*), at the yearly

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(*k*) Each quarter may be considered as the commencement of a new tenancy.

rent of £—— payable quarterly [on the usual days, *or as the case may be*], viz., All that [piece of land with the messuage and outbuildings thereon, situate on the —— side of —— Street in —— aforesaid, and known as No. —— in the said street, with the appurtenances], as the same are now in the occupation of the said G. H.

PART THE THIRD. Premises in the tenure or occupation of the above-named I. K. upon a tenancy from month to month, commencing on the —— day of each month, at the monthly rent of £——; viz., All that [piece of land with the cottage and outbuildings thereon, situate and being No. ——, —— Street, in —— aforesaid, with the appurtenances], as the same are now in the occupation of the said I. K.

PART THE FOURTH. Premises in the tenure or occupation of the above-named L. M., upon a tenancy from week to week, commencing on [*Monday*] in each week, at the weekly rent of —— [payable in advance on —— in each week], viz., All that [cottage and land] at —— aforesaid, with the appurtenances, as the same are now in the occupation of the said L. M.

Witness the signatures of the above-named
[E. F., G. H., I. K., and L. M.]

(Signed) E. F.
G. H.
I. K.
L. M.

X. Y. of ——.

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17. ATTORNMENT *to a* RECEIVER *or to a* PURCHASER, *with the* CONSENT *of* LANDLORD [*and of his* MORTGAGEE].

We consent to this attornment. A. B. N. M.

I, C. D. of —— [*farmer*], DO hereby, with the privity and consent of A. B. [*esquire*], my landlord [and of his mortgagee, N. M. [*esquire*] (whose mortgage is become forfeited)], testified by their respectively signing their names in the margin hereof, ATTORN and become tenant to R. R. of —— [*gentleman*], of All that [farm *or* messuage, lands] and premises mentioned in the schedule hereunder written, with the appurtenances, as the same are now in my tenure, or occupation, To HOLD the same at and under the same rent, and subject to the same [covenants and conditions *or* stipulations, agreements and conditions] as those under which I

now hold the same: And I have this day paid to the said R. R. the sum of [one shilling] for and on account and in part payment of the said rent.

As WITNESS my hand this —— day of ——, 19--.

THE SCHEDULE ABOVE MENTIONED.

All that [*describe the property*].

(Signed) C. D.

WITNESS E. F. of ——.

Received of Mr. C. D. the sum of [one shilling] as above mentioned.

Witness E. F.

(Signed) R. R.

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18. NOTICE *by a* LANDLORD *to take part of the* LAND *for* BUILDING *or* OTHER PURPOSES *pursuant to a* COVENANT *in the* LEASE.

To Mr. J. G., the executor of the will of C. D., deceased, and to all others whom it may concern.

PURSUANT to and by virtue of a certain indenture of lease, dated the —— day of ——, 19—, and made between A. B. therein described of the one part, and the said C. D. of the other part, I hereby give you notice, that I am desirous of having delivered up to me at the expiration of three calendar months from the service of this notice upon you, the peaceable and quiet possession of all that piece of land situate, &c. [and which said piece of land contains by admeasurement 22A. 2R. 14P. or thereabouts, and is bounded by the sea wall towards the River Thames, and on all other sides by a ditch which separates the same from other marsh land now belonging to me], together with the appurtenances thereunto belonging: And I require you to deliver up possession of the same to me accordingly, and to surrender all your interest in the same to me, at the expiration of the said three calendar months; and, in consideration thereof, I hereby offer and agree to allow you a reasonable and fair compensation in respect of any moneys which may have been laid out by you in improving the condition of the said piece or parcel of land above described, and

to release you from all liability to the payment of rent, for the said piece of land with the appurtenances under the said indenture of lease from the time of my taking possession of the said piece of land: And I hereby further give you notice that the reversion in fee simple of and in all and singular the land and hereditaments comprised in the said indenture of lease with the appurtenances was conveyed to me by the said A. B. by indenture dated the —— day of ——, 19—, and made between the said A. B. of the one part, and me the undersigned E. F. of the other part, and that I am now the absolute owner of the said reversion.

Dated this —— day of ——, 19—.

E. F., of, &c.

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19. NOTICE *from* TENANT *to* LANDLORD, *or his* BAILIFF *or* RECEIVER, *of an* ACTION *for* RECOVERY *of* LAND.

[*Address and date as in a letter.*]

Sir,—Herewith I send you as [*or* bailiff, *or* receiver of A. B.] my landlord, copy of a writ of summons [*or* summons and plaint] served upon me in an action for the recovery of the possession of the [messuage, *or* farm, *or* land, &c.] and premises situate at ——, in the county of ——, held by me as your tenant [*or*, as tenant of the said A. B.].

I am, &c.

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20. NOTICE *from* LESSEE *to* LESSOR *of an intention to call for a* RENEWAL *of* LEASE.

I HEREBY give you notice, that, in consequence of the decease of [A. B.], one of the *cestuis que vie* named in the indenture of lease executed by you to me, dated the —— day of ——, it is my intention pursuant to the covenant or provision for renewal therein contained, to accept and take a renewed lease of the messuage therein comprised; and I nominate my [*son*] aged —— years on the —— day of ——, as the substituted *cestui que vie* to be named in such renewed lease; and I further give you notice, that I am ready to surrender my present lease, and

to pay the premium or fine for the granting of the said renewed lease, as required by the said covenant for renewal.

As WITNESS my hand, this —— day of ——, 19—.

To Mr. [*Lessor*].

[*Signature of Lessee.*]

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21. NOTICE *from* LESSEE *to* LESSOR *of intention to* PURCHASE *the* INHERITANCE, *pursuant to a* POWER *in the* LEASE.

I HEREBY give you notice, that, pursuant to a power contained in the indenture of lease, dated the —— day of ——, executed by you to me, of certain messuages and hereditaments in the parish of ——, in the county of ——, I elect and agree to purchase the inheritance in fee simple of the said premises, at the price or sum of £——, and that I shall be prepared to pay to you the said purchase-money, and in all respects to comply with the terms prescribed by the said indenture of lease, on the —— day of —— next, on your executing to me an effectual conveyance and assurance of the said premises in fee simple, free from incumbrances; for which purpose I now send you the draft of a deed of conveyance, which I request you to return to my solicitor, with a notification of your approbation thereof, or any objections you may have thereto, in sufficient time to admit of the completion of the purchase at the time aforesaid. And I request that you will forthwith deliver to me an abstract of the instrument or instruments, if any, affecting the title, since the granting of the said lease, and that you will be prepared to deliver to me the title-deeds of the said premises, on the payment of the purchase-money, as aforesaid.

As WITNESS my hand, this —— day of ——, 19—.

To Mr. [*Lessor*].

[*Signature of Lessee.*]

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22. NOTICE *from* LANDLORD *to* SHERIFF, *of* RENT *being due from* TENANT, *whose* GOODS *he has taken in* EXECUTION (*l*).

I HEREBY give you notice, that the sum of £——, being the amount of one year's rent to the 29th day of September last, is owing to me from [*execution debtor*] for the messuage and warehouse, situate in —— Street, in the city of ——, in his occupation, as my tenant from year to year.

As WITNESS my hand, this —— day of ——, 19—.

To ——, Esq.,
Sheriff of the County of ——.

[*Signature of Landlord.*]

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23. NOTICE *from* LESSEE *to* LESSOR *of* ASSIGNMENT *of* LEASE (*m*).

I HEREBY give you notice, that, by an indenture dated the —— day of ——, 19—— [*or* already prepared, and intended to be executed forthwith, and to bear even date herewith], and made [*or* purporting to be made] between me of the one part, and [*assignee*] of the other part, the messuage, being No. —, in —— in the parish of ——, in the county of ——, demised by you to me, has been [*or* is intended or expressed to be] assigned by me to the said [*assignee*], for all the residue of the term granted by you to me.

As WITNESS my hand, this —— day of ——, 19—.

To Mr. [*Lessor*].

[*Signature of Lessee.*]

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24. LICENCE *to* ASSIGN LEASEHOLDS (*n*).

I [*lessor*], of, &c., being the landlord of the —— hereditaments hereinafter mentioned, hereby consent to an assignment by [*lessee*],

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(*l*) See the Landlord and Tenant Act, 1709.

(*m*) The words within brackets will be used where the lessee is bound to give the notice previously to the assignment.

(*n*) A licence to assign or underlet may be given by a note indorsed

of, &c., the present tenant of the said premises, to [*intended assignee*], of, &c., All that messuage or dwelling-house, &c. [*describe parcels*], comprised in an indenture of lease dated, &c., and made between [*parties*] for the residue now unexpired of the term of —— years thereby granted. [PROVIDED ALWAYS that the consent hereby given shall not extend to any future assignment *or* underlease of, *or* other dealing with, the said premises or any part thereof (*o*).]

AS WITNESS, &c.

[*Signature of Lessor.*]

Witness ——.

[*Signature of witness.*]

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25. LICENCE *to* UNDERLET LEASEHOLDS.

I [*lessor*], of, &c., being the landlord of the hereditaments hereinafter mentioned hereby consent to an underlease [by way of mortgage] by [*lessee*], of, &c., the present tenant of the said premises to [*intended under-lessee*], of all that, &c. [*describe parcels*], comprised in an indenture of lease [*or* all that, &c., *describe parcels*, being part of the hereditaments comprised in an indenture of lease], dated, &c., and made between [*parties*], from the —— day of ——, for the term of —— years next ensuing [*or*, for the whole residue now unexpired of the term of —— years, granted by the said indenture of lease], except the —— last days of the same term: PROVIDED ALWAYS, that such underlease shall contain nothing which may prejudice or affect any of the cove-

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upon or written in the margin of the assignment or underlease, or may be simply as follows:—

"I hereby consent to this assignment [*or* underlease]."

[*Signature of Lessor.*]

The consent need not be given under seal unless so required by the terms of the lease, as is sometimes, but not frequently, the case. See *Burke* v. *Prior*, 15 Ir. Ch. R. 106. In this case, the best course is for the landlord to be made a party to the assignment or underlease which will be expressed to be made "with the consent of the said [*lessor*]."

(*o*) The proviso in brackets may be omitted if desired, as the licence without it will "extend only to the permission actually given." Law of Property Amendment Act, 1859 (22 & 23 Vict. c. 35), s. 1.

nants, conditions, or provisoes contained in the said indenture of lease, and on the part of the lessee to be observed or performed, and also that the consent hereby given shall not extend to any future assignment or underlease of, or other dealing with, the said premises or any part thereof (*p*).

As WITNESS, &c.

[*Signature of Lessor.*]

Witness ——.

[*Signature of witness.*]

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26. LICENCE *to* UNDERLET *part of* PREMISES *comprised in a* LEASE.—PROVISO *that* UNDER-LESSEE *shall* NOT ASSIGN OR UNDERLET *without* CONSENT *of Superior* LESSOR.—COVENANT *by* LESSEE *to* ENFORCE *the observance of such* RESTRICTION (*q*).

Parties. THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*lessor*], of, &c., of the one part, and [*lessee*], of, &c., of the other part, AND SUPPLEMENTAL to an indenture of lease, dated, &c., and made between the said [*lessor*], of the one part, and the said [*lessee*], of the other part, hereinafter referred to as

Testatum. the principal indenture; WITNESSETH that the said [*lessor*] hereby gives and grants full and free consent and licence unto the said [*lessee*] to demise or underlet unto [*intended under-lessee*], of, &c., all those several closes or parcels of land, &c. [*describe parcels*], being part of the hereditaments comprised in the principal indenture, from the —— day of ——, 19—, for the term of —— years thence next ensuing; PROVIDED ALWAYS, that such

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(*p*) See note (*o*), p. 735, *ante*.

(*q*) A licence to underlet in the ordinary form, providing merely that the consent shall not authorise any future assignment or underlease, will not prevent the under-lessee from dealing with the property, without the consent of the superior lessor, there being no privity between the parties. *Williamson* v. *Williamson*, L. R. 9 Ch. 729. If, therefore, the lessor desires to exercise a control over future assignments or underlettings by the under-lessee, he can only do so by making his consent to the under-lessee expressly conditional on the insertion in the underlease of provisions restricting the under-lessee from assigning, &c. without the consent of the superior lessor, and on the lessee binding himself to enforce the restriction.

demise or underlease shall contain nothing which may prejudice or affect any of the covenants, conditions, or provisoes contained in the principal indenture, and, on the part of the lessee, to be observed and performed, so far as such covenants, conditions, and provisions respectively relate to the premises to be comprised in such demise or underlease; PROVIDED ALSO, and the consent and licence hereby given is upon the express condition that the demise or underlease to be made under or by virtue thereof shall contain a covenant by the said [*under-lessee*] that he the said [*under-lessee*], his executors, administrators, and assigns, will not assign, underlet, or otherwise part with the possession of the premises to be comprised in the said demise or underlease, or any part thereof, without the previous consent in writing of the said [*lessor*], his heirs or assigns, and also a proviso for re-entry by the said [*lessee*], his executors, administrators, or assigns, in case the said [*under-lessee*], his executors, administrators, or assigns, shall commit any breach of such covenant: AND THE SAID [*lessee*] hereby covenants with the said [*lessor*] that the said [*lessee*], his executors, administrators, and assigns, will not, without the previous consent or licence in writing of the said [*lessor*], his heirs or assigns, release or waive the said covenant against assigning, underletting, or otherwise parting with the possession of the premises to be comprised in the said demise or underlease, or any part thereof, but will in case of any breach of such covenant forthwith re-enter upon the same premises under the proviso in that behalf to be contained in the said demise or underlease as hereinbefore provided, unless the said [*lessor*], his heirs or assigns, shall otherwise direct in writing: PROVIDED ALWAYS, that the proviso for re-entry by the said [*lessor*], his heirs or assigns, contained in the principal indenture shall extend to and be exercisable in case of any breach by the said [*lessee*], his executors, administrators, or assigns of the covenant hereinbefore contained, as well as the breach of any of the covenants contained in the principal indenture, and, on the part of the lessee, to be observed and performed: PROVIDED LASTLY, that the consent and licence hereby given shall not extend to any future assignment or underlease of, or other dealing with, the said premises or any part thereof (*r*).

Proviso that underlease shall contain covenant by underlessee not to assign, &c. without consent of superior lessor.

Covenant by lessee not to release or waive under-lessee's covenant.

Proviso that condition of re-entry in lease shall extend to breach of this covenant.

AS WITNESS, &c.

Witness ——.

[*Signature of witness.*] [*Signature of Lessor.*]

(*r*) See note (*o*), p. 735, *ante*.

27. LICENCE *by* LANDLORD *to* CARRY ON PROFESSION *or* BUSINESS *forbidden by* LEASE.

Recital of lease.

MEMORANDUM: WHEREAS by an indenture of lease, dated, &c., the house situate, &c., was demised to [*lessee*], of, &c., for the term of —— years, from the —— day of ——; AND in such indenture was contained a covenant by the said [*lessee*] [*set out covenant that no trade or business should be carried on without the leave of the lessor*]; NOW THEREFORE, I [*lessor*], of, &c., being the present landlord of the premises comprised in the said lease, hereby grant unto the said [*lessee*] full and free consent and licence to use, exercise, and carry on the trade or business of a [tailor], and for such purpose to convert the said premises into a shop or warehouse, for the custody and sale of goods and wares usually dealt in by [tailors], and to affix to or upon the principal door, or upon such conspicuous place or places of or upon the premises, such plate or other notice of the said trade or business as to the said [*lessee*] shall seem fit: PROVIDED ONLY that the said [*lessee*], his executors, administrators, or assigns, shall at his or their own expense, before the expiration or at the sooner determination of the term granted by the said lease, reconvert the said premises into a private dwelling, remove such plate or other notice as aforesaid, and leave the premises in such state and condition as is required by the conditions of the said lease in all respects as if this licence had never been given, and that the said [*lessee*], his executors, administrators, and assigns, shall so use and carry on the said trade or business as not to cause any nuisance or annoyance of any kind to any person whatsoever; PROVIDED ALSO, that all and every the covenants and conditions contained in the said lease, and, on the lessee's part, to be observed and performed (except the covenant hereinbefore recited, so far as the said [*lessee*] is released therefrom by these presents), shall be applicable to the said premises as so converted as aforesaid.

Grant of licence to exercise trade.

Proviso as to reconversion of premises at end of term.

Covenants of lease to apply to converted premises.

AS WITNESS, &c.

28. LICENCE *to* OPEN COMMUNICATION *between two* LEASEHOLD HOUSES *held under different* LEASES.

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*lessor*], of, &c. (who is hereinafter called the lessor), of the one part, and [*lessee*], of, &c. (who is hereinafter called the lessee) of the other part; WHEREAS by an Indenture of Lease dated the —— day of ——, 19—, made between the lessor of the one part and [A. B.] of the other part, the said lessor demised certain premises now known as No. 100, —— Street, in the parish of —— in the county of —— unto the said [A. B.] for the term of —— years from the —— day of —— at the rent and subject to the covenants by the lessee and conditions by and in the same indenture of lease reserved and contained; AND WHEREAS by another Indenture of Lease dated —— day of ——, 19—, and made between the lessor of the one part, and [C. D.] of the other part, the lessor demised a certain warehouse and premises situate in the rear of premises known as No. 101, —— Street aforesaid, and adjoining the first-mentioned premises unto the said [C. D.] for a term of —— years from the —— day of ——, 19—, at the rent and subject to the covenants by the lessee and conditions by and in the indenture now in recital reserved and contained; AND by the said indenture now in recital the said [C. D.] covenanted with the lessor that he the said [C. D.], his executors, administrators, or assigns, would at his or their own cost upon receiving —— calendar months' notice in writing, and to the satisfaction of the lessor, his heirs or assigns, brick up the opening or doorway in the side wall of the warehouse thereby demised, and make good all works in connection therewith; AND WHEREAS by divers mesne assignments, and acts in the law, and ultimately by two indentures of assignment, one of which is dated the —— day of ——, 19—, and made between [*parties*], and the other of which is dated the —— day of ——, 19—, and made between [*parties*], all the said premises comprised in the two hereinbefore recited indentures of lease are now vested in the lessee for the residue of the several terms granted by the same indentures of lease respectively, and subject to the rents, covenants, and conditions, thereby and therein reserved and contained respectively and on the part of the lessee to be paid, performed, and observed respectively; AND WHEREAS the lessee has requested the lessor to grant to him

Parties.

Recitals: of lease of No. 100, —— Street;

of lease of No. 101, —— Street;

of assignments of premises to lessee;

of agreement for licence.

the lessee such licences as are hereinafter expressed for the alterations and works hereinafter specified in the said premises respectively, which the lessor has agreed to grant, subject to the provisions and upon having the indemnity hereinafter expressed and contained; NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of the covenants by the lessee hereinafter contained, he the lessor, so far as he lawfully can and may by virtue of the hereinbefore recited leases, or either of them, but not further or otherwise, and subject to the rights of all other persons, and subject also as is hereinafter expressed, hereby grants unto the lessee, his executors, administrators, and assigns, and to all others interested in the said premises under the hereinbefore recited indentures of lease, or either of them, the leave and licence (notwithstanding anything in the same indentures of lease respectively contained) of him the lessor within two calendar months from the date hereof to make an opening of about ——feet in height and about —— feet in width in the party wall separating the said premises known as No. 100, —— Street aforesaid from the premises known as No. 101, —— Street aforesaid, in the position shown on the plan drawn in the margin of these presents, and on such plan marked with the letter Z, or near thereto, so nevertheless that the opened party wall shall be reinstated upon notice, or previously, in accordance with the covenant in that behalf hereinafter contained; AND ALSO liberty upon such notice or previously to reinstate the opened party wall in accordance with such last-mentioned covenant; AND also the like licence to open a cellar-flap into the yard at the rear of the said premises —— at the place shown on the said plan by the letter Y, and to stop up the entrance heretofore existing from the said yard into the ground floor of the same premises near the last-mentioned place, and the internal entrance heretofore existing from the ground floor of the same premises, into the cellar under the same, but so nevertheless that such cellar-flap be blocked up on notice in accordance with the covenant in that behalf hereinafter contained; AND ALSO liberty to block up such cellar-flap on notice in accordance with such mentioned covenant; AND ALSO the like licence in case the lessee, his executors, administrators, or assigns, shall so desire, in consequence of the blocking up of the said cellar-flap in accordance with the covenant in that behalf hereinafter contained, to re-open the said internal

Testatum.

Grant of licence to make communication.

To open cellar-flap;

entrance to the said cellar from the ground floor above the same cellar, so nevertheless that such re-opening shall be done, and all works in connection therewith made good in strict accordance with the covenant in that behalf hereinafter contained; AND ALSO the like licence to make such further alterations as are shown on the said plan; PROVIDED ALWAYS that all the licences hereby granted are upon this express condition, that each and every of the said alterations and works be effected under the superintendence and to the satisfaction in all respects of the surveyor of the lessor, his heirs or assigns, and be fully completed in respect of time and otherwise in accordance with the provisions of these presents, at the expense in all things (including the charges of the said surveyor for his superintendence) of the lessee, his executors, administrators, or assigns; AND that the consent of the insurance company or companies with whom the said premises are or shall respectively be insured, be obtained for such alterations and works respectively, previously to the commencement thereof respectively, and that nothing hereinbefore contained shall authorise anything forbidden by or under the London Building Act, 1894, or any Act or Acts amending the same; AND THE LESSEE HEREBY, as well on behalf of himself and his assigns as also on behalf of all and every other persons and person interested under the hereinbefore recited lease of the —— day of ——, 19—, in the premises therein comprised severally and respectively covenants with the lessor that the lessee, his executors, administrators, or assigns will, at any time during the continuance of the said term thereby granted, upon six calendar months' notice in writing being given by or on behalf of the lessor, his heirs or assigns, requiring the same (such notice not to be given before the —— day of ——, 19—), or if the lessee, his executors, administrators, or assigns, shall so desire, previously to such notice being given, brick up the said opening so to be made in the said party-wall, and restore the said wall, and make good all works in connection therewith, to the satisfaction in all respects of the lessor, his heirs or assigns (the due performance of all such last-mentioned operations being hereinbefore referred to and intended by the expressions referring to reinstating the opened party-wall): AND THE LESSEE HEREBY, as well on behalf of himself and his assigns as also on behalf of all and every other persons or person interested under the hereinbefore recited lease of the —— day of ——, 19—, in the said

to make other alterations.

Proviso that alterations shall be carried out under superintendence of lessor's surveyor, &c.;

that consent of insurance company be obtained.

Covenant by lessee to reinstate premises on notice.

premises therein comprised, covenants with the lessor that he the lessee, his executors, administrators, or assigns, will, at any time during the continuance of the said term thereby granted, upon three calendar months' notice being given by or on behalf of the lessor, his heirs or assigns, block up the said cellar-flap so to be opened as aforesaid, and make good all works in connection therewith, to the satisfaction in all respects of the lessor, his heirs and assigns (the due performance of all the last-mentioned operations being hereinbefore referred to and intended by expressions referring to the blocking up the said cellar-flap): AND THAT if, in consequence of the blocking up of the said cellar-flap in manner aforesaid, the lessee, his executors, administrators, or assigns, shall reopen the said internal entrance to the said cellar from the ground-floor above the same cellar, in pursuance of the licence in that behalf hereinbefore contained, such reopening shall be done, and all works in connection therewith shall be made good, under the superintendence and to the satisfaction in all respects of the surveyor for the time being of the lessor, his heirs or assigns, and shall not be commenced until after one week's previous notice in writing shall have been given to the lessor, his heirs or assigns:

Proviso as to form of notices.

PROVIDED ALWAYS, that any notice to be given by or on behalf of the lessor, his heirs or assigns, for the purposes of these presents, shall be in writing, but shall be sufficient, though not addressed to any person or persons in particular by name or designation, and shall be sufficiently given by being affixed, and left affixed, on some conspicuous part of the premises comprised in the hereinbefore recited indentures of lease: AND THE LESSEE, on behalf as well of himself and his assigns as of all and every person or persons interested in the said premises respectively under the hereinbefore recited indentures of lease respectively, hereby grants and covenants to and with the lessor, his heirs and assigns, that after the aforesaid alterations hereby licensed to be effected within two months from the date hereof shall have been respectively effected, all the covenants by the lessees and conditions in the said respective indentures of lease contained, shall be applicable to the same premises respectively as so altered, and as if such last-mentioned alterations had been effected according to the provisions hereinbefore contained previously to the execution of the same indentures respectively (but subject, nevertheless, to the powers hereinbefore contained for restoring and reinstating the same respectively);

Covenant by lessee that lessee's covenants in lease shall apply to premises as altered.

and that after any such reinstatement, all the covenants by the lessee, and conditions in the said respective indentures of lease contained, shall be applicable to the same premises respectively so reinstated, as if such reinstatement had been effected according to the provisions in that behalf hereinbefore contained previously to the execution of the same indentures respectively: PROVIDED ALWAYS, and it is hereby expressly declared, that no licence hereinbefore expressed to be hereby granted shall enure for the benefit of or operate to relieve or release from the covenants and conditions, or any of them, in the same indentures of lease respectively contained, any person or company not a party hereto who shall not adopt, undertake, ratify, and submit to be bound by these presents in their entirety, and particularly by the last preceding clause hereof, as if such person or company had entered into the covenants and made the grant hereinbefore contained (other than the grant by the lessor), so far as such covenants and grant relate to the premises in which such person or company shall be interested: AND IT IS HEREBY DECLARED, that nothing hereinbefore contained shall be taken by any implication or otherwise as a warranty or undertaking by the lessee that he now has power to bind by the covenants and grant hereinbefore contained any person or company other than himself and his own executors, administrators, and assigns: AND THE LESSEE HEREBY COVENANTS with the lessor, that he the lessee will pay the costs of the lessor incurred in and about the negotiating, preparing, and executing these presents, and will for ever hereafter indemnify and keep indemnified the lessor, his heirs or assigns, from all actions, suits, costs, losses, damages, claims, demands, and liability under the hereinbefore recited indentures of lease, or either of them, by reason of the granting by the lessor of the licences hereinbefore expressed to be hereby granted by them, or by reason of their executing these presents.

Proviso that licences shall not relieve parties not adopting the same from obligations.

Proviso that licences shall not imply any warranty that lessees are able to bind third parties.

Covenant by lessee to pay costs of licence, and indemnify lessor.

IN WITNESS, &c.

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29. LICENCE *by* OCCUPIER *to* KILL GROUND GAME.

I, A. B. [*or* we, J. A. and J. B.] do authorise C. D. to kill and take ground game on the lands occupied by me [*or* us].

A. B. [*or* J. A.
J. B.]

30. LICENCE *by* OCCUPIER *to* KILL GROUND GAME *with* FIREARMS.

I, A. B. [*or* we, J. A. and J. B.] do authorise C. D. to kill ground game with firearms on the lands occupied by me [*or* us].

A. B. [*or* J. A.
J. B.]

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31. LICENCE *by a* TENANT FOR LIFE *of a* SETTLED MANOR *to* DEMISE COPYHOLDS. PROVISO *for Assessment of* FINES *during the Term* (*s*).

Manor of ——, in the county of ——. } BE IT REMEMBERED that, on the —— day of ——, 19— [*tenant for life*], of, &c., as lord of this manor, and tenant for life thereof under or by virtue of an indenture of settlement dated the —— day of ——, and made between [*parties*] did, out of court, by [*steward*], of, &c., his steward duly authorised in this behalf, and in exercise of the power in this behalf given to or vested in him by the Settled Land Act, 1882, and of every other power (if any) him hereunto enabling, give and grant unto [*copyholder*], of, &c., one of the copyhold tenants of this manor, full licence, power, and authority, to demise unto [*intended lessee*], of, &c., ALL THAT piece of ground, &c. [*describe parcels*], to which (together with other hereditaments) the said [*copyholder*] stands admitted tenant, for the term of —— years, to be computed from the —— day of ——, 19—; BUT so that, during the said term, the annual value whereon the fines payable to the lord or lords, or lady or ladies, for the time being of this manor, or the admission of a new tenant to the said piece of ground and premises are to be assessed, shall be fixed and considered as the sum of £——: SAVING NEVERTHELESS unto the lord or lords, or lady or ladies, for the time being of this manor, ALL and all manner of fines, heriots, rents, customs, and services due and of right accustomed. And for this licence the said [*copyholder*] has paid for a fine the sum of £——, according to the custom of this manor.

AS WITNESS, &c.

(*s*) This licence must be entered on the Court rolls of the manor, of which entry the steward's certificate is to be sufficient evidence.

32. LICENCE *to* DIG *for* BRICK EARTH, *&c.*, *on* COPYHOLD LANDS.

Manor of ——, in the county of ——. } BE IT REMEMBERED, that at a court holden on the —— day of ——, 19—, the lord of the manor did by [*steward*], of, &c., his steward, give and grant to [*copyholder*], of, &c., a copyhold tenant of this manor, and his under-tenants, licence during such time as he shall remain a copyhold tenant of this manor, and shall pay the royalty or rent hereinafter mentioned, to dig brick-earth, clay, sand, and gravel on the lands holden by copy of court roll of this manor, and to which he stands admitted tenant, and to manufacture the same into bricks, tiles, or pottery ware, and to sell the same in such manufactured state from off the said land, he the said [*copyholder*] paying unto the lord of this manor, his heirs and assigns, the royalty or rent of 6*d.* for every cart-load or cubic yard of brick-earth, clay, sand, gravel, or soil, which he shall so dig out and remove from off the said land, or manufacture thereon, and delivering half-yearly, on the —— day of —— and the —— day of —— in every year, a correct account of the quantity so removed or manufactured, and also on the said days paying the amount then due by way of such royalty or rent as aforesaid: BUT so that the said [*copyholder*] or his under-tenants shall replace the growing soil upon the parts of the said land from which any brick-earth, clay, sand, or gravel shall be dug out or excavated under or by virtue of this licence. And for this licence, the said [*copyholder*] has paid for a fine the sum of £——, according to the custom of this manor.

AS WITNESS, &c.

LIGHT RAILWAYS.

1. PRECEDENT *of an* ORDER *for a* LIGHT RAILWAY *of Class A.*

(The Act is intended to cover light railways to be constructed wholly or mainly along public roads, that is to say, light railways which are in character nothing but tramways. But the Commissioners will not consider a scheme for a purely urban tramway situated wholly within one borough or urban district. The Commission now divides all applications into three classes: Class A., including lines laid on lands acquired for the purpose; Class B., lines laid on public roads; and Class N., lines which cannot be classified in Class A. or Class B.)

THE LIGHT RAILWAYS ACTS, 1896 AND 1912.

—— LIGHT RAILWAY ORDER, 19—.

Order authorising the Construction of a Light Railway in the Counties of —— from —— to ——.

Preamble. WHEREAS —— and —— in pursuance of the Light Railways Acts, 1896 and 1912, duly made in —— an application (hereinafter referred to as the "application of 19—") to the Light Railway Commissioners for an Order to authorise the construction of the light railways hereinafter described [*or* of light railways including the light railways hereinafter described] [*and also made in —— an amending application (hereinafter referred to as "the application of 19—") for an Order to authorise additional light railways including the light railways hereinafter described as railways Nos. —— respectively.*]

[ADDITIONAL POWERS.—*And whereas the said —— have with the consent of the local and road authorities applied for powers to construct an additional line of railway —— or thereabouts in length in —— (being the railway hereinafter described and numbered —— under the heading of the second application) and have amended the plans, sections and book of reference originally de-*

posited in respect of the second application by the addition of further plans, sections and book of reference in respect of the said additional line of railway and have deposited the same with the Board of Trade, and have given due notice thereof by advertisement and no objection thereto has been received by the said Commissioners.]

[WHARNCLIFFE MEETING.—*And whereas the proprietors of the company at a meeting specially called for the purpose on the —— day of —— at which the draft Order was submitted to them duly assented to the making of the said application*] (*a*).

[ADVANCES BY LOCAL AUTHORITIES.—*And whereas the county council of —— (hereinafter referred to as "the county council") and the mayor, aldermen and burgesses of the borough of —— (hereinafter referred to as "the corporation") and the —— district council of —— have in pursuance of special resolutions respectively passed in manner directed by the first schedule of the Light Railways Act* 1896 *applied to the Commissioners for authority to advance for the purpose of the light railway sums not exceeding in the whole six thousand pounds, eight thousand pounds, sixteen hundred pounds and five hundred pounds respectively; And whereas the proposed light railway will be either wholly or partly outside the area of each of the local authorities [excepting the county council] who have agreed to apply for power to advance money for the purpose of the light railway, and in accordance with section three of the Light Railways Acts* 1896 *and* 1912 *it has been proved to the Board of Trade in the case of each of those authorities that the advance by the authority is expedient in the interests of the area of the authority and in the case of each authority the amount of the advance limited by this Order will not exceed such amount as the Board of Trade think fit under the circumstances*] (*b*).

[TREASURY GRANT.—*And whereas the Treasury have agreed subject to the fulfilment of certain conditions to grant the sum of seven thousand pounds for the said purpose; And whereas the —— Railway Company have agreed to construct and work the*

(*a*) See Light Railways Rule XXXIII.
(*b*) See sects. 53a to 53j of this Order.

said light railway in accordance with the provisions in that behalf in this Order contained] (*c*).

[COMMON LANDS.—*And whereas certain lands described as common lands are in the said applications proposed to be taken for the purpose of the said light railways; And whereas it is provided in the said Act that no such lands shall be taken except with the consent of the Board of Agriculture; And whereas such consent has been given subject to the provisions hereinafter contained in relation to the taking of common lands.*]

Now we the Light Railway Commissioners, being satisfied after local inquiry of the expediency of granting the said application, do in pursuance of the said Act and by virtue and in exercise of the powers thereby vested in and of every other power enabling us in this behalf ORDER as follows:—

PRELIMINARY.

Short title.

1. This Order may be cited as "The —— Light Railway Order 19—" and shall come into force on the date on which it is confirmed by the Board of Trade and that date is hereinafter referred to as "the commencement of this Order."

Interpretation.

2. Words and expressions to which by the principal Act or any Acts in whole or in part incorporated with this Order meanings are assigned have in this Order (unless the context otherwise requires) the same respective meanings and in this Order—

The expression "the company" means the company incorporated by this Order [*or* the —— Company];

The expression "the principal Act" means the Light Railways Act 1896;

The expression "the railway" means the railways and works by this Order authorised or (as the case may be) any part thereof and the expression "the undertaking" means the undertaking by this Order authorised;

The expressions "the plan" "the section" and "the book of reference" mean respectively the plan, section and book of reference deposited in respect of the application for this Order with the Board of Trade and signed by an Assistant Secretary of the Board of Trade;

(*c*) See sect. 53j of this Order.

The expression "road authority" means the council of any county, urban district or rural district, commissioners, trustees or other body or persons who are charged with the duty of maintaining or repairing any public road;

The Interpretation Act 1889 applies for the purposes of this Order as if it were an Act of Parliament.

Incorporation of Acts.

3.—(1) Subject to the provisions of this Order the Companies Clauses Consolidation Act 1845, Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts, the Lands Clauses Acts as varied by the principal Act, the Railways Clauses Consolidation Act 1845 (except the sections thereof numbered respectively 11 to 15, 25 to 29, 46 to 48, all included, 59, 60, 63 and 64) and sects. 7 to 12, both included, and Part III. (relating to working agreements) of the Railways Clauses Act 1863, are hereby incorporated with this Order and sect. 19 of the Regulation of Railways Act 1868 and the Regulation of Railways Act 1889 (except paragraphs (a) and (b) of sect. 1 and sect. 4) are hereby made applicable to this Order.

(2) In the construction of the incorporated provisions of the Railways Clauses Consolidation Act 1845 and the Railways Clauses Act 1863 the following variations in addition to those enacted by the principal Act shall have effect for the purpose of this Order (that is to say):—

(a) A reference in those Acts to the said Act of 1845 shall be construed as a reference to the sections thereof incorporated with this Order and a reference in those Acts to the Lands Clauses Consolidation Act 1845 shall be construed as a reference to the Lands Clauses Consolidation Act 1845 as varied by the principal Act;

(b) Sects. 7, 8, 9, 10 and 162 of the Railways Clauses Consolidation Act 1845 shall be read and have effect as if the "clerk of the —— County Council of the County of ——" had been referred to therein instead of the clerks of the peace for the several counties in or through which the railway is intended to pass;

(c) Sects. 18 to 23, both included, of the Railways Clauses Consolidation Act 1845 shall have effect as if any local authority were included within the meaning of the words "company or society" used therein except that any

penalties recovered under sect. 23 aforesaid shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated;

(d) Any matter with respect to—

The construction of the railway and the works connected therewith;

The temporary occupation of lands near the railway during the construction thereof;

The crossing of roads or other interference therewith;

Works for the accommodation of lands adjoining the railway; and

Mines lying under or near the railway

which under the provisions of the Railways Clauses Consolidation Act 1845 may be settled by arbitration or determined or ordered by a justice or by two justices, may be referred to and shall be determined by arbitration under this Order (*d*).

INCORPORATION OF COMPANY (*e*).

Company incorporated.

4. A., B., C. [*or* the —— Company] and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors, administrators, successors and assigns respectively are hereby united into a company for the purpose of making and maintaining the railway and for other the purposes of this Order and for those purposes are hereby incorporated by the name of the "—— Light Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase, take, hold and dispose of lands and other property for the purposes of this Order.

First and subsequent meetings.

5. The first ordinary meeting of the company shall be held within six months after the commencement of this Order and the subsequent ordinary meetings of the company shall be held once or more often in every year as the directors may appoint.

Quorum for a general meeting.

5a. The quorum for a general meeting of the company, whether ordinary or extraordinary, shall be *five* shareholders present in

(*d*) For the Scots equivalents of the Clauses Acts, see sect. 26 (7) of the Act.

(*e*) See sect. 11 (e) of the Act.

person or by proxy holding together not less than *one-twentieth* of the share capital of the company.

6. The number of the directors shall be *five* but the company may vary the number provided that the number be not less than *three* nor more than *seven*. Number of directors.

7. The qualification of a director shall be the possession in his own right of not less than *two hundred and fifty* pounds in the share capital of the company. Qualification of directors.

8. The quorum of a meeting of the directors shall be *three*. Quorum of directors.

9. A., B., C. [*or* A. and —— other persons to be nominated by him] shall be the first directors of the company and shall continue in office until the first ordinary meeting held after the commencement of this Order. First directors.

At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Order or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office, the directors appointed by this Order or nominated as aforesaid being if they continue qualified eligible for re-election. At the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for varying the number of the directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 (*f*), and the several persons elected at any such meeting, being neither removed nor disqualified nor having died or resigned, shall continue to be the directors until others are elected in their stead in manner provided by the same Act.

[9a.—(1) *If the county council or the corporation under the powers given by this Order advance to the company as part of the share capital of the company sums to the amount of —— pounds or to the amount of —— pounds respectively the county council or the corporation may so long as they continue to hold shares to such amounts respectively be represented in the case of the county council by —— directors and in the case of the corporation by —— directors in addition to the ordinary directors of the company;* *Directors for County Council of —— and Corporation of ——.*

(*f*) In Scotland the Companies Clauses Consolidation (Scotland) Act, 1845.

(2) *Any director so representing the county council or the corporation must be a member of the county council or of the corporation respectively and may be appointed by the county council and the corporation in such manner, for such period, and subject to such conditions as the county council and the corporation may determine and shall not be subject to the provisions regulating the term of office, retirement, qualification and election of ordinary directors;*

(3) *The county council and the corporation shall give notice in writing to the company of every appointment of a director made by them as aforesaid.*]

RAILWAYS AUTHORISED.

Power to make railways.

10. Subject to the provisions of this Order the company may make and maintain in the lines and according to the levels shown on the plan and section the railways hereinafter described with all proper and sufficient rails, sidings, junctions, turntables, bridges, culverts, drains, viaducts, stations, approaches, roads, yards, buildings and other works and conveniences connected therewith.

The said railways are:—

Power to convert gauge of existing railway and to construct works in connection therewith.

[10a. *Subject to the provisions of the —— Railway Act —— so far as the same are consistent with this Order the company may convert the gauge of the existing railway to a gauge of —— feet —— inches and in connection with such conversion may with all other necessary works and conveniences make and maintain in the lines and according to the levels shown on the plan and section the works hereinafter described with all proper approaches, works and conveniences connected therewith and may enter upon, take and use such of the lands delineated upon the plan and described in the book of reference as may be required for those purposes (that is to say):—*

The company may—]

Power to work existing railway as a light railway.

[10b.—(1) *The existing railway may be worked as a light railway under the principal Act.*

(2) *The Clauses Acts as defined in and the enactments set out in the Second Schedule to the principal Act except so far as the same are incorporated with or made applicable to this Order shall cease to apply to the existing railway when worked as a light railway as aforesaid.*]

11. The railway shall be constructed on a gauge of —— and the motive power shall be steam or such other motive power as the Board of Trade may approve. Gauge of railway and motive power.

LANDS.

12. Subject to the provisions of this Order the company may enter upon, take and use such of the lands shown on the plan and described in the book of reference as may be required for the purposes of this Order. Power to take lands.

13. The powers of the company for the compulsory purchase of lands for the purposes of this Order shall cease after the expiration of *three* years from the commencement of this Order. Period for compulsory purchase of lands.

14. Notwithstanding anything in the Lands Clauses Acts the company may pay to two trustees in the manner provided by section 17 of the Lands Clauses Consolidation Act 1845 all sums of money exceeding twenty pounds and not exceeding five hundred pounds due or payable by way of purchase-money or compensation. Payment of purchase-money or compensation to trustees.

15. Instead of purchasing any lands (not being lands required for the construction of the railway) which the company are by this Order authorised to purchase the company may by agreement with any parties competent to grant the same accept and take a lease of such lands. Power to accept lease of lands.

16. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit, subject to the provisions of those Acts and of this Order, grant to the company any easement (*g*) right or privilege (not being an easement (*g*) right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Order in, over or affecting any such lands, and the provisions of the said Acts with respect to lands and rent-charges (*g*) so far as the same are applicable in this behalf shall extend and apply to such easements (*g*) rights and privileges respectively. Persons under disability may grant easements, &c.

[*Here insert clauses, if any, for the protection of individuals in respect of the acquisition of lands.*]

17.—(1) The company shall not under the powers of this Order purchase or acquire in any city, borough or other urban district, Restriction on taking houses of labouring class.

(*g*) In Scots Orders substitute "servitude" or "servitudes" and "ground annuals or feu duties" respectively.

nor elsewhere than in an urban district, in any parish, ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers, nor except with the consent of the Local Government Board ten or more houses which were not on the said fifteenth day of December but at any time between that date and the time at which such purchase or acquisition takes place or is intended to take place may have been or be so occupied.

(2) If the company purchase or acquire any house in contravention of the foregoing provisions they shall be liable to a penalty of five hundred pounds in respect of every such house, which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom: Provided that the Court may if it think fit reduce such penalty.

(3) For the purposes of this section the expression "labouring class" means mechanics, artisans, labourers and others working for wages, hawkers, costermongers, persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them, and the expression "house" means any house or part of a house occupied as a separate dwelling (*h*).

Lands for extraordinary purposes.

18. The company may by agreement purchase additional land for any of the extraordinary purposes specified in the Railways Clauses Consolidation Act 1845 connected with the railway not exceeding in quantity five acres, but nothing in that Act or in this Order shall exempt the company from any indictment, action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken (*i*).

(*h*) This is the common-form clause. It is not easy of practical application, and an alteration is contemplated. In Scots Orders substitute for "city . . . an urban district," "district within the meaning of the Public Health (Scotland) Act, 1897"; for "Local Government Board," "Secretary for Scotland"; and for "High Court," "Court of Exchequer in Scotland."

(*i*) With regard to nuisances on lands, additional or otherwise, purchased for the purposes of an undertaking, see *Howland* v. *Dover Harbour Board* (1898), 14 T. L. R. 355.

[18a. *If the company under the powers of this Order acquire any lands over which any telephone wires are at the time of such acquisition carried the company shall if within a period of three months from that time they are so required by the —— grant to the —— an easement to carry such wires over such lands if and so long as the following conditions are observed, unless otherwise agreed in writing between the company and the ——:—* *For the protection of Telephones.*

(1) *The —— shall pay to the company in respect of such easement a reasonable charge, rent or other consideration;*

(2) *No supports for the wires shall be erected or maintained on any lands so acquired by the company nor shall the wires be affixed to any property of the company;*

(3) *The wires shall not in any way interfere with the user of the undertaking nor shall the —— in placing, maintaining or altering the wires cause any obstruction to the traffic along or the user of the undertaking;*

(4) *If the company at any time use upon the railway electric power as a motive power under this Order the —— shall pay any reasonable additional expenses which the company may incur in fixing and maintaining any guard wires or other equivalent hereto required by the Board of Trade in consequence of any wire of the —— being carried over such lands as aforesaid.*

If any difference arises under this section between the company and the —— that difference shall be referred to arbitration under this Order.]

Works.

19. If the railway is not completed within *five* years from the commencement of this Order or such extended time as the Board of Trade may approve then on the expiration of that period the powers by this Order granted to the company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed. Period for completion of works.

20. Subject to the provisions of this Order the company in making the railway may deviate from the lines and levels of the Power to deviate.

railway as delineated on the plan and section to the following extent:—

(1) The company may deviate laterally to any extent within the limits shown on the plan and to such extent beyond those limits, with the consent of the owners, occupiers and lessees of the lands on which such deviation is intended to be made and of the road authority of any public road affected by such deviation, as may be approved by the Board of Trade.

(2) The company may deviate vertically from the levels of the railway shown on the section to any extent except that—

(a) Where a public road is affected by such deviation the consent of the road authority shall be requisite to any deviation exceeding in any place five feet or exceeding in a town, village, street or land continuously built on two feet;

(b) Where any public sewers, gas pipes or water pipes are affected by such deviation the consent of the owners or persons having the control thereof respectively shall be requisite to any deviation exceeding the respective limits aforesaid:

Provided that the company shall not construct any embankment of a greater height above the surface of the ground than such height thereof as is shown on the section and ten feet in addition.

(3) The company may, subject to the foregoing provisions, alter the radius of any curve described on the plan so that no such curve shall thereby be reduced to a less radius than nine chains and may further reduce the radius of any curve to such extent as the Board of Trade may approve and may alter any inclination or gradient of the railway shown on the section so that no such inclination or gradient thereby increased shall without the consent of the Board of Trade be steeper than one foot in fifty feet.

Inclinations of roads.

21. In altering any road for the purpose of constructing a bridge to carry the railway over the road or the road over the railway [*or the existing railway*] or for the purpose of carrying the

railway across the road on the level the company may make the same of any inclination not steeper than the inclination shown in connection therewith on the section and if no inclination be so prescribed then of such inclination in each case as may be not steeper than that prescribed for a road of the same description by the Railways Clauses Consolidation Act 1845.

Bridges over roads and footways.

22. Notwithstanding anything shown on the plan or section the company shall carry the railway over—

(1) The public roads hereinafter mentioned by means of bridges of a single span not less than that hereinafter mentioned in connection therewith respectively and having a clear headway above the surface of the road for the space of *ten* feet over such road not being less than that hereinafter mentioned (that is to say):—

No. of Road on Plan.	Parish.	Span.	Height.

and the clear height at the springing of the arch shall not be less than *twelve* feet above the surface of the road.

(2) The footways hereinafter mentioned by means of bridges of a single span not less than that hereinafter mentioned in connection therewith respectively and having a clear headway for a space of four feet above the surface of the footway not being less than that hereinafter mentioned in connection therewith respectively (that is to say):—

No. of Footway on Plan.	Parish.	Span.	Height.

Bridges over railway.

23. Notwithstanding anything shown on the plan or section the company shall carry the roads hereinafter mentioned over the railway by means of bridges of such widths between the fences

thereof as the company think fit not being less than the widths hereinafter mentioned in connection therewith respectively (that is to say):—

No. of Road on Plan.	Parish.	Width.

As to crossing roads on level and gates.

24.—(1) Except as hereinbefore provided the company may in the construction of the railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of any public highway shown on the plan.

(2) The company shall erect and maintain at all times gates across the railway on each side of the road—

(a) At the level crossing of the public roads respectively numbered on the plan —— in the parish of —— and —— in the parish of ——; and

(b) At any level crossing of a public road at which the company determine so to erect and maintain gates; and

(c) At any level crossing of a public carriage road at which the Board of Trade require the company in accordance with this section so to erect and maintain gates.

(3) The Board of Trade may, if at any time after the completion and opening of the railway it appears to them necessary for the public safety or for preventing cattle or horses from entering upon the railway, require the company to erect and maintain at all times gates across the railway at each side of the road at any level crossing of a public carriage road.

(4) Where gates are erected and maintained in accordance with this section the following provisions shall apply:—

(a) The company shall, unless otherwise permitted by the Board of Trade in writing, employ a proper person to open and close such gates on either side of the level crossing;

(b) Such gates shall be kept constantly closed across the railway except during the time when engines, carriages or trucks passing along the railway shall have occasion to cross the

road and shall be of such dimensions and so constructed as when closed across the railway to fence in the railway and prevent cattle or horses on the road from entering upon the railway;

(c) The drivers or conductors of any engines, carriages or trucks passing along the railway or other the person whose office or duty it may be to open or close the said gates shall cause the same to be closed as soon as such engines, carriages or trucks shall have passed through the same.

Level crossings without gates.

25. With respect to every level crossing of a public carriage road, other than a level crossing where gates are erected and maintained in accordance with the foregoing provisions of this Order, the following provisions shall apply (that is to say):—

(a) Cattle-guards or other suitable contrivances shall be erected or constructed at each side of the road and so maintained and kept as to prevent cattle or horses entering upon the railway from the road;

(b) At each of two points, one three hundred yards along the railway in one direction from the level crossing and the other three hundred yards along the railway in the other direction from the level crossing, there shall be erected and maintained a white post standing five feet above ground and bearing upon it and so as to be plainly legible by the driver of an engine approaching the level crossing a figure indicating the number of miles an hour which is fixed under the provisions of this Order as the maximum rate of speed of a train or engine approaching and within a distance of three hundred yards from the level crossing;

(c) At each of two points, one fifty yards or thereabouts along the road in one direction from the point of crossing and the other fifty yards or thereabouts along the road in the other direction from the point of crossing, there shall be erected and maintained by the company a notice board cautioning the public to beware of the trains.

Power to divert road.

[25a. *The company shall divert the public road numbered on the plan —— in the parish of —— in the manner shown on a plan signed by —— and by —— a copy of which has been deposited with the Board of Trade, and when the new portion of such road is made to the satisfaction of the road authority and is*

open for public use, shall stop up and cause to be discontinued so much of the existing road as will be rendered unnecessary by the new portion of road and when and so soon as such portion of the existing road is so stopped up all rights of way over the same shall cease and the company may, subject to the provisions of the Railways Clauses Consolidation Act 1845 *with respect to mines lying under or near to the railway, appropriate and use for the purposes of the undertaking the site of the portion of road stopped up as far as the same is bounded on both sides by lands of the company.*]

Repair of roads and bridges.

26. Where in the exercise of the powers by this Order conferred the company raise, sink, break up or otherwise interfere with any public road for the purpose of altering the gauge of the existing railway or constructing the railway across the road on the level or for carrying the road over or under the railway [*or the existing railway*], the company shall make good all damage done by them to the road and properly restore the road and shall for a period of twelve months from the date of such restoration properly maintain and repair the road so interfered with. From and after the expiration of that period the road shall be maintained and repaired by and at the expense of the same parties, in the same manner and to the same extent, as other roads of the same nature within the parishes in which the road will be situate are liable to be maintained and repaired. But the company shall be and continue to be liable to maintain and repair the structure of any bridge (including the fences thereof and of the immediate approaches thereto) by which the railway [*or the existing railway*] is carried over any such road or any such road is carried over the railway [*or the existing railway*] and also so much of the road at any level crossing as lies between the rails of the railway [*or the existing railway*] and for a width of seven feet outside the rails on each side of the railway [*or the existing railway*].

Differences as to roads referred to arbitration.

27. Any difference which may arise under this Order between the company and the road authority of any public road interfered with under the powers of this Order, as to the necessity for the construction of a temporary road under the provisions of this Order or the sufficiency thereof or of the repair thereof or as to the proper completion of any alteration of any public road or the sufficiency of the repair of any public road which the company are by this Order required to repair, shall be determined by arbitration under this Order.

[27a. *Notwithstanding anything contained in the Railways Clauses Consolidation Act* 1845 *and subject to the provisions of this Order the company shall not be bound to fence the line of the railway except where either before or within two years after the opening of the railway for public traffic the owner of any land adjoining the railway by notice in writing requires the company to erect a fence or fences between the line of the railway and the land of such owner or any part thereof: Provided that cattle guards or other suitable contrivances shall be constructed and maintained where the railway crosses existing fences and at the ends of the fencing so as to prevent cattle or horses from straying on to the railway.*] *As to fencing of railway.*

[Here insert clauses for the protection of any persons or corporations in respect of the works of the company.]

[27b. *For the protection of the —— Railway Company (hereinafter referred to as "the —— Company") the following provisions shall except so far as it may be otherwise agreed in writing between the company and the —— Company have effect (that is to say):—* *For the protection of the Railway Company.*

(1) *Except for the purpose of making and maintaining the railway in accordance with this section the company shall not acquire any rights over any land of the —— Company or take or enter upon either temporarily or permanently any of the land or works of the —— Company;*

(2) *With respect to any land of the —— Company which the company are by this Order authorised to enter upon, take or use for the purpose aforesaid the company shall not purchase or take the same but the company may purchase and take and the —— Company shall sell and grant accordingly, so far as their interest in the said land extends, an easement or right of using the same;*

(3) *The consideration to be paid for any easement or right acquired by the company under the preceding sub-section shall in case of difference be determined in manner provided by the provisions of the Lands Clauses Acts as varied by the principal Act with respect to the purchase of land otherwise than by agreement;*

(4) *The company shall carry railway No. —— over the —— Railway at such point within the limits of deviation shown on the plan as shall be approved by the ——*

Company (such approval not being unreasonably withheld) by means of a viaduct or bridge of which the centre opening shall be constructed over the existing line of railway of the —— Company with a span of not less than —— feet measured on the square and the two openings on each side thereof shall be of a span sufficient to carry the abutments of such openings beyond the fences of the property of the —— Company on either side of the existing railway of the —— Company and having a clear headway throughout of not less than —— feet from the upper surface of the existing rails;

(5) *Any junction of the railway with the railway of the —— Company shall be effected with such railway or a siding thereof at such point within the limits of deviation shown on the plan and in such manner and according to such mode of construction as may be reasonably required by the —— Company and the provisions of sections* 9 *to* 12 *both included of the Railways Clauses Act* 1863 *shall apply with respect to any such junction;*

(6) *The company or the —— Company if carrying out any work in the place of the company under the provisions of this section shall construct and maintain the railway where the same will be made upon or across or will interfere with any land, railway or work of the —— Company according to plans, sections and specifications and of such quality and strength of materials and in every other respect as the company shall previously submit to and shall be approved in writing by the —— Company (such approval not being unreasonably withheld) in all things at the expense of the company and under the superintendence (if such superintendence shall be given) and to the reasonable satisfaction of the —— Company or the company as the case may be;*

(7) *The —— Company may hereafter alter or remove any such junction and works and substitute therefor a new junction and works at the reasonable expense of the company but so that any such alteration or substitution shall not stop the traffic on the railway or cause increased expense to the company in the working of the junctions, sidings, signals, works or conveniences connected therewith. The*

provisions of this Order shall be applicable to any junction and works substituted as aforesaid in the same way as to the junctions and works for which they are substituted;

(8) *Before the company commence to construct any junction of the railway with a railway or siding of the —— Company or to do any work within the fences of the property of the —— Company they shall give notice to the —— Company, who may elect themselves to construct and maintain such junction and the works connected therewith so far as the same may be on land of the —— Company. In that case the —— Company shall within fourteen days after receipt of such notice as aforesaid notify to the company their intention and shall thereupon with all reasonable dispatch proceed in the place of the company to carry out the works and to complete the same;*

(9) *Except as hereinbefore otherwise expressly provided the company shall at their own expense at all times maintain the railway where the same will be made upon or across or will interfere with any land, railway or works of the —— Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the —— Company and if and whenever the company fail so to do and continue in such default for one month after they have received notice in writing from the —— Company requiring them to execute any works, or in any case of urgent necessity, the —— Company may make and do such works as may be requisite at the reasonable expense of the company;*

(10) *The company shall not in any manner in the execution or maintenance of any of their works obstruct or interfere with the free uninterrupted and safe use of any railway of the —— Company or the traffic thereon;*

(11) *The company shall on demand pay to the —— Company the reasonable expense of the employment by them during the execution or repair of any work affecting any railway or work of the —— Company of such inspectors, signalmen or watchmen to be appointed by the —— Company as may be necessary for preventing all inter-*

ference, obstruction, danger and accident from any of the operations or from the acts or defaults of the company or their contractors or any persons in the employ of either of them with reference thereto or otherwise;

(12) *The company shall be responsible for and make good to the —— Company all losses, damages and expenses which may be occasioned to the —— Company by reason of the execution or failure of any of the works in this section referred to (whether during construction or after completion thereof) or of any act or omission of the company or their contractors or of any persons in the employ of either of them, and if any interruption or delay shall be occasioned to the traffic of or upon any railway, siding or other work of the —— Company by reason of any of the matters or causes aforesaid the company shall pay to the —— Company all costs and expenses to which that company may be thereby put as well as full compensation for all loss sustained by them by reason of such interruption or delay;*

(13) *The company shall at their own expense provide on their own land at or near any such junction all necessary and proper sidings and accommodation to the reasonable satisfaction of the —— Company for the interchange and forwarding of traffic to and from the railway from and to the railways of the —— Company;*

(14) *If the —— Company reasonably consider that it will be necessary for them to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of the railway, works or property of the —— Company as well as of the railway, then the company shall on demand pay to the —— Company a fair proportion of the costs and expenses incurred by them in relation to any such purchase or payment of compensation;*

(15) *If any difference arises under this section between the company and the —— Company that difference shall be referred to arbitration under this Order.*]

For the protection of certain common lands.

[27c. *In respect of the common lands known respectively as and hereinafter called "—— Common" numbered on the plan —— in*

the parish of —— the following provisions shall have effect (that is to say):—

(1) *In carrying the railway over —— Common the company shall construct the same as near as may be reasonably practicable to the* southern *limit of deviation shown on the plan.*

(2) *The quantity of land to be taken by the company for the railway shall not exceed a quarter of an acre.*

(3) *Before taking or entering upon any portion of —— Common the company shall acquire not less land abutting thereon than the quantity to be taken as aforesaid in respect thereof and shall execute a proper deed of conveyance for vesting the land so acquired so that it may be added to and may thereafter remain to all intents part of —— Common.*

(4) *The company shall provide across the railway where it passes through —— Common such level crossings and footpaths as may be required by the —— Council.*

(5) *The company shall not use any barbed wire for fencing the railway where the same adjoins or passes through the common lands aforesaid.*

(6) *If any difference arises under this section between the company and any person interested in the said common lands that difference shall be referred to arbitration under this Order.*]

For the protection of sewers and drains of sanitary authorities.

[27d.—(1) *Notwithstanding anything contained in this Order any sanitary authority (in this section referred to as "the authority") shall at all times have free access to and communication with any sewer or drain or any works in connection therewith under their control and may exercise any power which they may possess of laying drains to communicate therewith without the concurrence or consent of the company: Provided that any works done by the authority so far as such works may affect the railway shall be carried out under the superintendence (if such superintendence shall be given) and to the reasonable satisfaction of the company, and if so required by the company, in accordance with plans, sections and specifications to be previously submitted to and approved by them or in case of difference to be settled by arbitration under this Order (such approval not being unreasonably withheld) and if the company do not signify their approval*

or otherwise within twenty-eight days after such submission they shall be taken to have approved:

(2) *Where any of the works to be done under this Order pass over or under or may interfere with any such sewer, drain or works or in any way affect the sewerage or drainage of the district under the control of the authority, the company shall give to the authority twenty-eight days' previous notice in writing of their intention to commence such works, such notice being accompanied by plans and sections with sufficient particulars thereof, and the company shall not commence the same except with the approval of the authority (such approval not being unreasonably withheld) and if the authority do not signify their approval or disapproval or give other directions within twenty-eight days after receipt of such notice as aforesaid they shall be taken to have approved. The company shall comply with all reasonable directions of the authority in the execution of the said works and shall provide by new, altered or substituted works in such manner as the authority shall reasonably require, for their proper protection in respect of and for preventing injury or impediment to the said sewers, drains or works and shall execute all such works at their own expense under the superintendence of the authority (if such superintendence shall be given) and the company shall on demand repay to the authority any reasonable expenses to which they may be put by reason of the railway. Any new, altered or substituted works as aforesaid shall thereafter be as fully under the control of the authority as the sewers, drains or works respectively for which they were substituted:*

(3) *Instead of any such works as are in the preceding subsection referred to being executed by the company they may be executed by the authority if they so require at the reasonable expense of the company. If the authority intend to execute such works themselves they shall within twenty-eight days after receipt of such notice as aforesaid give to the company notice accompanied by sufficient particulars of that intention and shall commence, execute and complete the works with all reasonable dispatch:*

(4) *If by reason of the execution of any of the powers of this Order the authority shall necessarily incur any expense in reconstructing, lengthening, altering or repairing any existing sewer, drain or works or any additional expense in thereafter maintaining the same the company shall repay to the authority such expense;*

(5) *If any difference arises under this section between the company and the authority that difference shall be referred to arbitration under this Order.*]

Danger from breaking or falling wires.

28.—(1) If the company use electric power as a motive power and, having regard to the proposed position of any works by this Order authorised when considered in relation to the position of the works of any railway company at any point where the railway will be constructed over or under any railway of such railway company, it becomes advisable in order to avoid danger from the breaking or falling of wires that the electric telegraphic, telephonic or signal wires or apparatus of such railway company should be altered, the railway company may execute any works reasonably necessary for that alteration and the reasonable expense of executing those works shall be borne by the company.

(2) If any difference arises under this section between the company and any railway company that difference shall be referred to arbitration under this Order.

Agreements with adjoining owners, &c.

29. The company may enter into and carry into effect agreements and arrangements with any parties who are the owners, lessees or occupiers of any lands adjoining or near to the railway and are competent to enter into such agreements or arrangements with reference to the construction and maintenance by the company or by such parties of sidings, junctions, works and conveniences for their accommodation or benefit either on the lands owned by, leased to, or occupied by them or on the lands of the company, and the company may apply their corporate funds and revenues for the purposes of such agreements or arrangements.

Penalty unless railway is opened within the time limited.

[29a. *If the company fail within any period limited by or extended by the Board of Trade under this Order to complete the railway, the company shall be liable to a penalty of twenty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for the public conveyance of passengers [upon the portions thereof on which the same is by this Order authorised] or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works, and the said penalty may be applied for by any landowner or other person claiming to be compensated under this Order or interested in accordance with the provisions of the next following section of this Order and in the same manner as the penalty provided in section 3 of the Railway and Canal*

Traffic Act 1854, *and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such Court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided, but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the company were prevented from completing or opening such line by unforeseen accident or circumstances beyond their control, provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.*

Application of penalty.

29b. *Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction or abandonment of the railway or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the company by this Order and for which injury or loss no compensation or inadequate compensation has been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit, and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall, if a receiver has been appointed or the company are insolvent or the railway in respect of which the penalty has been incurred or any part thereof has been abandoned, be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the company (k).]*

(*k*) This and the preceding section are only inserted where no deposit has been made.

Opening of railway [*and existing railway*].

30.—(1) No part of the railway shall be opened for the public conveyance of passengers until one month after notice in writing of the intention of opening it has been given by the company to the Board of Trade and until ten days after notice in writing has been given by the company to the Board of Trade of the time when it will be in the opinion of the company sufficiently completed for the safe conveyance of passengers and ready for inspection.

(2) If any part of the railway is so opened by the company without such notice the company shall forfeit to His Majesty the sum of twenty pounds for every day during which it continues open until the notices have been duly given and shall have expired.

(3) If the officer appointed by the Board of Trade to inspect the railway after inspection reports in writing (accompanied by a statement of his reasons for the report) to the Board of Trade that in his opinion the opening of the railway would be attended with danger to the public using it, either by reason of the railway not being constructed or equipped in accordance with the provisions of this Order or by reason of some defect or default in respect of any matter or matters not expressly prescribed in this Order, the Board of Trade may order the company to postpone the opening until the Board shall have been satisfied that all requisitions made by the inspecting officer upon his inspection as being necessary for compliance with the said provisions or for the safety of the public have been complied with or that the railway can otherwise be opened with safety to the public.

(4) If any part of the railway is opened by the company contrary to any such Order of the Board of Trade the company shall forfeit to His Majesty the sum of twenty pounds for every day during which it continues open contrary to that Order.

(5) No such Order of the Board of Trade shall be binding on the company unless a copy of the report of the officer on which the Order shall be founded is delivered to the company with the Order.

(6) This section shall extend to the opening at any time after the original inspection of the railway [*or of the existing railway*] under this section on behalf of the Board of Trade of any additional line of railway, deviation line, station junction with a line of railway carrying passengers or level crossing of a public road which forms a part of or is directly connected with the railway [*or the existing railway*], but the Board of Trade may with

respect to any such additional line of railway, deviation line, station junction with a line of railway carrying passengers or level crossing of a public road, upon the application of the company dispense with the notice of opening required to be given thereunder.

PROVISIONS AS TO WORKING.

Restrictions of weight on rails and of speed.

31.—(1) The company shall not without the previous consent in writing of the Board of Trade use upon the railway any engine, carriage or truck bringing a greater weight than —— tons upon the rails by any one pair of wheels: [*Provided that if at any time the rails used shall weigh not less than —— pounds per yard the company may use upon the railway any engine, carriage or truck bringing a weight not greater than —— (l) tons upon such rails by any one pair of wheels.*]

(2) The company shall not run any train or engine upon the railway [*or the existing railway*] at a rate of speed exceeding at any time twenty-five miles an hour or exceeding twenty miles an hour when such train or engine is passing over any gradient steeper than one foot in fifty or exceeding ten miles an hour when such train or engine is passing over any curve the radius of which is less than nine chains.

(3) The rate of speed of a train or engine within the distance of three hundred yards from a level crossing over a public road where no gates are erected and maintained across the railway shall not exceed ten miles an hour, but the Board of Trade may fix a lower maximum speed in the case of any such level crossing if the view of the railway from the road near the crossing is at any point or for any distance so obstructed as in their opinion to render the higher maximum speed unsafe for the public using the road.

(*l*) The amount of load permitted to be brought upon the rails by any one pair of wheels varies according to the weight of the rails authorised, as follows:—

Weight of rails per yard.	Load.
35 lbs.	6 tons.
41½ ,,	8 ,,
56 ,,	12 ,,
60 ,,	14 ,,
70 ,,	16 ,,
85 ,,	No limit.

Where provision has been made for the substitution of heavier rails for lighter, the load is permitted to be increased in proportion.

Trains not to stand on level crossings.

32. Where the company carry the railway across any public carriage road on the level the company shall not unnecessarily allow any train, engine, carriage or truck to stand across the level crossing.

Power to use portions of the —— Railway.

[32a. *The company and any company or persons for the time being working or using the railways or any part thereof may by agreement (but not otherwise) with the —— Company run over and use with their engines, carriages, waggons and trucks and their officers and servants whether in charge of engines and trains or for any other purpose whatsoever for the purpose of interchange of any traffic, so much and such portion of the railway or sidings of the —— Company as is situate between —— Station and —— Station including those stations together with all roads, platforms, points, signals, water, water-engines, engine-sheds, standing-room for engines, booking and other offices, warehouses, sidings, goods-yards, junctions, machinery works and conveniences of or connected with the portions of the said railways and stations respectively.*

By-laws to be observed.

32b. *In running over and using the said portions of the railways of the —— Company and in using the stations, sidings and conveniences in accordance with the provisions hereinbefore contained the regulations and by-laws for the time being in force with respect to the said portions of railway, stations, sidings and conveniences shall be at all times observed so far as such regulations and by-laws shall be applicable.*

Terms of user.

32c. *The terms, conditions and regulations to be observed and fulfilled and the tolls, charges, rent or other consideration to be paid by the company or any other such company or persons as aforesaid for and in respect of the use of such portions of railway, stations, works and conveniences shall be such as may be agreed upon between them and the —— Company.*]

Power to enter into agreements with the —— Railway Company or the —— Railway Company.

33. The company on the one hand and the —— Railway Company or the —— Railway Company on the other hand may, subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888, enter into agreements with respect to the following purposes or any of them (that is to say):—

(1) The construction, maintenance and management of the railway or of any part thereof;

(2) The use or working of the railway or of any part thereof and the conveyance of traffic thereon;

(3) The regulation, collection, transmission and delivery of traffic coming from or destined for the undertakings of the contracting companies or any of them;

(4) The fixing, subject to the authorised maximum rates, and the collecting, payment, appropriation and apportionment of the tolls, rates, charges, receipts and revenues levied, taken or arising in respect of traffic;

(5) The supply and maintenance by the working company under any agreement for the railway or any part thereof being worked and used by the —— Railway Company or the —— Railway Company, as the case may be, of rolling stock and plant necessary for the purposes of such agreement;

(6) The employment of officers and servants for the conveyance and conduct of traffic and all incidental matters.

Saving for Postmaster-General.

34. Nothing in any agreement made under the authority of this Order shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in, under, upon, along, over or across the railway and to alter such telegraphic lines and to enter upon the land and works comprised in the undertaking for the purposes in the Telegraph Act 1878 specified, and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the railway is worked by the —— Railway Company or the —— Railway Company, as the case may be, as freely and fully in all respects as he was entitled to do before the making of any such agreement.

Provisions as to motive power other than steam.

35. If the motive power used upon the railway be a mechanical power other than steam, but including electric power, the following provisions shall apply (that is to say):—

(1) Such mechanical power shall not be used except with the consent of and according to a system approved by the Board of Trade.

(2) The Board of Trade shall make regulations (in this Order referred to as "the Board of Trade Regulations") for securing to the public all reasonable protection against danger arising from the use under this Order of such mechanical power and for regulating the same.

(3) If the company use such mechanical power as a motive power contrary to the provisions of this Order or of the Board of Trade Regulations the company shall for each offence be liable on summary conviction to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence continues after conviction thereof.

(4) The Board of Trade, if they are of opinion—

(a) that the company have made default in complying with the provisions of this Order or of the Board of Trade Regulations, whether a penalty in respect of such non-compliance has or has not been recovered or—

(b) that the use of such mechanical power as a motive power as authorised under this Order is a danger to the passengers or the public—

may by order either direct the company to cease to use such mechanical power as a motive power or permit the same to be continued only subject to such conditions as the Board of Trade may impose and the company shall comply with every such order.

(5) Any person owning, working or running carriages on the railway shall be subject to the provisions of this Order (including the penal provisions thereof) relating to the use of such mechanical power as a motive power in the same manner and to the same extent as the company are subject to these provisions.

Special provisions as to use of electric power as motive power.

36. The following additional provisions shall apply to the use of electric power under this Order unless such power is entirely contained in and carried along with the carriages (that is to say):—

(1) The company shall employ either insulated returns or uninsulated metallic returns of low resistance;

(2) The company shall take all reasonable precautions in constructing, placing and maintaining their electric lines and circuits and other works of all descriptions and also in working the undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes, structures or substances or to interfere with the working of any wire, line or apparatus used for the purpose of transmitting electric power or

of telegraphic, telephonic or electric signalling communication or the currents in such wire, line or apparatus;

(3) The electric power shall be used only in accordance with the Board of Trade Regulations and in such regulations provisions shall be made for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes, structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric wires, lines and apparatus of other parties and the currents therein, whether such lines do or do not use the earth as a return;

(4) The company shall be deemed to take all reasonable precautions against interference with the working of any wire, line or apparatus if and so long as they adopt and employ at the option of the company either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires, lines and apparatus of other parties and the currents therein, as may be prescribed by the Board of Trade Regulations and in prescribing such means the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking;

(5) At the expiration of two years from the commencement of this Order the provisions of this section shall not operate to give any right of action in respect of injurious interference with any electric wire, line or apparatus or the currents therein unless in the construction, erection, maintaining and working of such wire, line and apparatus all reasonable precautions, including the use of an insulated return, have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents;

(6) If any difference arises between the company and any other party with respect to anything hereinbefore in this section contained such difference shall unless the parties otherwise agree be determined by the Board of Trade or at the option of the Board by an arbitrator to be appointed by the Board and the costs of such determination shall be in the discretion of the Board or of the arbitrator as the case may be;

(7) In this section the expression "the company" includes any company or person using, working or running carriages over the railway [*or over the existing railway*] (*m*);

For protection of the Postmaster-General.

37.—(a) Notwithstanding anything in this Order contained if any of the works by this Order authorised involves or is likely to involve any alteration of any telegraphic line belonging to or used by His Majesty's Postmaster-General, the provisions of section 7 of the Telegraph Act 1878 (*n*) shall apply to any such alteration.

(b) In the event of the railway being worked by electricity the following provisions shall have effect (that is to say):—

(1) The company shall construct their electric lines and other works of all descriptions and shall work the undertaking in all respects with due regard to the telegraphic lines from time to time used or intended to be used by the Postmaster-General and the currents in such telegraphic lines and shall use every reasonable means in the construction of their electric lines and other works of all descriptions and the working of the undertaking to prevent injurious affection whether by induction or otherwise to such telegraphic lines or the currents therein. Any difference which arises between the company and the Postmaster-General as to compliance with this subsection shall be referred to arbitration under this Order;

(2) If any telegraphic line of the Postmaster-General is injuriously affected by the construction by the company of their electric lines and works or by the working of the said undertaking the company shall pay the expense of all such alterations in the telegraphic lines of the Postmaster-General as may be necessary to remedy such injurious affection;

(3)—(a) Before any electric line is laid down or any act or work for working the railway [*or the existing railway*] by electricity is done within ten yards of any part of a telegraphic line of the Postmaster-General (other than

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(*m*) See the regulations made by the Board of Trade for electric tramways.

(*n*) 41 & 42 Vict. c. 76, s. 7, provides for the giving of notice to the Postmaster-General, and enables the Postmaster-General, if he thinks fit, to carry out the alterations himself.

repairs) the company or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster-General specifying the course of the line and the nature of the work, including the gauge of any wire, and the company and their agents shall conform with such reasonable requirements (either general or special) as may be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work;

(b) Any difference which arises between the Postmaster-General and the company or their agents with respect to any requirements so made shall be referred to arbitration under this Order;

(4) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works by this Order authorised is injuriously affected and he is of opinion that such injurious affection is or may be due to the construction of any such works or to the working of the undertaking the engineer-in-chief of the Post Office or any person appointed in writing by him may at all times when electrical energy is being generated for the purposes of this Order at any of the works of the company enter thereon for the purpose of inspecting the plant and the working of the same and the company shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any electrical tests required by the Postmaster-General and shall produce for the inspection of the Postmaster-General the records kept by the company pursuant to the Board of Trade Regulations;

(5) In the event of any contravention of or wilful non-compliance with this section by the company or their agents the company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues;

(6) Provided that nothing in this section shall subject the company or their agents to a fine under this section if they satisfy the Court having cognisance of the case that the immediate doing of the act or execution of any work in respect of which the penalty is claimed was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice;

(7) For the purposes of this section a telegraphic line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is, whether through induction or otherwise in any manner, affected by such act or work or by any use made of such work;

(8) For the purposes of this section and subject as therein provided sections 2, 10, 11 and 12 of the Telegraph Act 1878 shall be deemed to be incorporated with this Order (*o*);

(9) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act 1882 (*p*);

(10) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the company by indictment, action or otherwise in relation to any of the matters aforesaid;

(11) In this section the expression "the company" includes any company or person owning working or running carriages on the railway or on any portion thereof.

(*o*) Sect. 2 is a definition section, sects. 10 and 11 provide for the prosecution of offences and the recovery of money by the Postmaster-General, and sect. 12 deals with the authentication, service, &c. of documents.

(*p*) 45 & 46 Vict. c. 56. The definition is (sect. 32):—"A wire or wires, conductor, or other means used for the purpose of conveying, transmitting, or distributing electricity with any casing, coating, covering, tube, pipe or insulator enclosing, surrounding, or supporting the same, or any part thereof, or any apparatus connected therewith, for the purpose of conveying, transmitting or distributing electricity or electric currents."

Tolls, &c.

Tolls.

38. The company may subject to the provisions of this Order demand and take for the use of the railway by any other company or person with engines and carriages such reasonable tolls as they think fit.

Rates for merchandise.

39. The classification of merchandise traffic, including perishable merchandise by passenger train, and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the —— Railway Company (Rates and Charges) Order 1891 (which Order is scheduled to and confirmed by the —— Railway Company (Rates and Charges) Order Confirmation Act 1891) shall be applicable and apply to the company as if it were one of the railway companies named in the appendix to the schedule to the Order confirmed by the said Act: Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight:

Provided also that unless the railway is acquired by any railway company existing at the commencement of this Order and not being a light railway company [*or* by the —— Railway Company] the maximum rates which the company shall be entitled to charge for the conveyance of goods and minerals over the railway shall for the period of five years from the opening of any part of the railway for traffic and thereafter so far as they are not reduced in pursuance of the power given by this section be twenty-five per centum higher than the corresponding rates contained in the aforesaid schedule.

The Board of Trade may at any time after the said period of five years reduce the maximum rates so that they are not less than the corresponding maximum rates contained in the said schedule.

Bicycles by passenger train.

[39a. *The company shall not charge more for any bicycle or tricycle carried by passenger train than —— pence for any distance not exceeding —— miles and —— pence per mile for any distance exceeding —— miles.*]

Charges for small parcels.

40. For the conveyance on the railway of small parcels not exceeding five hundred pounds in weight by passenger train the

company may demand and take any charges not exceeding the following (that is to say):—

For any parcel not exceeding seven pounds in weight three pence;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight five pence;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight seven pence;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight nine pence;

For any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the company may demand any sum they think fit:

Provided that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal and the like shall not be deemed small parcels, but that term shall apply only to single parcels in separate packages.

Maximum rates for passengers.

41. The maximum rate of charge to be made by the company for the conveyance of passengers upon the railway, including every expense incidental to such conveyance, shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage three pence per mile;

For every passenger conveyed in a second-class carriage two pence per mile;

For every passenger conveyed in a third-class carriage one penny per mile;

For every passenger conveyed on the railway for a less distance than three miles the company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

Passengers' luggage.

42. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Foregoing charges not to apply to special trains.

43. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect of which the company may make such charges as they

think fit, but shall apply only to the ordinary and express trains appointed by the company for the conveyance of passengers upon the railway (*q*).

Capital.

Capital.

44. The capital of the company shall be —— pounds in —— shares of —— pounds each.

Preference shares.

[44a. *The company may issue any portion not exceeding —— pounds of the said capital of —— pounds as preference capital and may attach thereto such preferential dividend not exceeding* five *per centum per annum and such rights to priority in distribution of assets as they may think fit. The provisions of sections* 14 *and* 15 *of the Companies Clauses Act* 1863 *shall be applicable in respect of such preference capital.*]

Shares not to be issued until one-fifth [*or* one-fourth] paid.

45. The company shall not issue any share created under the authority of this Order nor shall such share vest in the person accepting the same unless and until a sum not being less than one-fifth [*or* one-fourth] of the amount of such share is paid in respect thereof.

Calls.

46. One-fifth [*or* one-fourth] of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three-fifths [*or* three-fourths] of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not *sui juris*.

47. If any money is payable to a shareholder or mortgagee or debenture stockholder being a minor, idiot or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the company.

Power to —— Railway Company to subscribe.

[47a.—(1) *The —— Company may with the authority of three-fourths of the votes of their shareholders present in person or by proxy at a general meeting of the said railway company specially convened for the purpose subscribe any sum which they think fit towards the undertaking and the —— Company may with like authority apply in or towards payment of such subscription any moneys which they are already authorised to raise and which may not be required by them for the purposes of their undertaking and the —— Company shall in respect of the sums to be subscribed and the corresponding shares in the company to be*

(*q*) Add here, if required, a section as to through tolls.

held by them have all the powers, rights and privileges (except in regard to voting at general meetings which shall be as hereinafter provided) and be subject to all the obligations and liabilities of proprietors of shares in the company: Provided that the —— Company shall not sell, dispose of or transfer any of the shares in the company for which they may subscribe.

(2) *The —— Company whilst shareholders of the company may by writing under their common seal appoint some person to attend any meeting of the company and such person shall have all the privileges and powers attaching to a shareholder of the company at such meetings and may vote thereat in respect of the capital held by the —— Company.*]

Power to borrow.

48. Subject to the provisions of this Order the company may in addition to any sum advanced by way of loan by any local authority borrow on mortgage of the undertaking in respect of their capital of —— pounds by this Order authorised, any sum or sums not exceeding in the whole —— pounds and of that sum they may borrow *one thousand* pounds in respect of each *three thousand* pounds of the said capital: Provided that no part of any such sum of money shall be borrowed by the company under the powers of this Order unless and until the portion of capital by this Order authorised in respect of which it is to be borrowed is issued and accepted and one-half thereof is paid up and the company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 (before he so certifies) that the whole of such portion of capital has been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such portion of capital was issued *bonâ fide* and is held by the persons or corporations to whom the same was issued or their executors, administrators, successors or assigns, and that such persons or corporations, their executors, administrators, successors or assigns are legally liable for the same and upon production to such justice of the books of the company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

For appoint-

49. The mortgagees of the undertaking may enforce payment

ment of a receiver.

of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver (*r*). In order to authorise the appointment of a receiver (*r*) in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver (*r*) is made shall not be less than —— thousand pounds in the whole.

Debenture stock.

50. The company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 as amended by subsequent Acts, but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the company under this Order or any subsequent Order or Act of Parliament shall, subject to the provisions of any subsequent Order or Act, rank *pari passu* (without respect to the dates of the securities or of the Orders or Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this provision shall be indorsed on all such mortgages and certificates of such debenture stock (*s*).

Application of moneys.

51. All moneys raised by the company under this Order, whether by shares, stock, debenture stock or borrowing, shall be applied only for purposes of this Order to which capital is properly applicable.

Power to pay interest out of capital during construction.

52. Notwithstanding anything in this Order or in any enactment incorporated therewith contained the company may out of any money by this Order authorised to be raised pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by or extended by the Board of Trade under this Order for completion of the railway or such less period as the directors may determine, but subject to the conditions hereinafter stated (that is to say):—

(a) No such interest shall begin to accrue until the company shall have deposited with the Board of Trade a statutory declaration by two of the directors and the secretary of the company that two-thirds at least of the share capital authorised by this Order in respect of which such interest

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(*r*) In Scots Orders "judicial factor."

(*s*) Not inserted in Orders for light railways of Class B.

may be paid has been actually issued and accepted and is held by shareholders who or whose executors, administrators or assigns are legally liable for the same;

(b) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear;

(c) The aggregate amount to be so paid for interest shall not exceed —— thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid;

(d) Notice that the company have power so to pay interest out of capital shall be given in every prospectus, advertisement or other document of the company inviting subscriptions for shares;

(e) The half-yearly accounts of the company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as hereinbefore set forth no interest or dividend shall be paid out of any share or loan capital which the company are by this Order or any Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him, but nothing in this Order shall prevent the company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits not to be paid for out of capital.

53. The company shall not out of any money by this Order authorised to be raised pay or deposit any sum which by any Standing Order of either House of Parliament or by any rule of the Board of Trade now or hereafter in force may be required to be deposited in respect of any application to Parliament or to the Light Railway Commissioners for the purpose of obtaining an Act or Order authorising the company to construct any other railway or to execute any other work or undertaking.

[*Advances.*]

As to advances by local authorities.

[53a. *The local authorities named in this section and hereinafter referred to as "the investing authorities" or respectively as "the investing authority" are hereby authorised to advance to*

the company either by way of loan or as part of the share capital of the company or partly in one way and partly in the other any sums not exceeding in the case of the County Council of —— the sum of —— pounds in the case of the Corporation of —— the sum of —— pounds and in the case of the —— District Council the sum of —— pounds.

As to votes of local authorities.

53b. *Any member or officer of any of the investing authorities for the time being authorised in that behalf in writing under the seal of such investing authority may vote and exercise any privileges of a shareholder in the capital of the company in respect of the shares held by that investing authority.*

As to money advanced by local authorities by way of loan.

53c. *Any money advanced by any of the investing authorities to the company by way of loan shall—*

(a) *Bear interest at the same rate as that at which the investing authority in each case may borrow for the purpose of the advance or in the case of any investing authority which does not borrow for the purpose of the advance at the rate of three pounds per centum per annum; and*

(b) *Be repayable to each of the investing authorities respectively at such time and under such conditions as may be agreed upon at the time of the advance.*

Power of county council to borrow.

53d. *The county council may without the consent of the Local Government Board borrow in manner provided by the Local Government Act* 1888 (*t*) *such sums as may be required by them for the purpose of an advance under this Order.*

Power of corporation and rural district councils to borrow.

53e. *The corporation and any of the investing authorities being a rural district council may without the consent of the Local Government Board borrow in manner provided by the Public Health Act* 1875 *as if they were sums intended to be applied to the general expenses of such corporation or council such sums as may be required by them for the purpose of an advance under this Order.*

Repayment of borrowed moneys.

53f.—(1) *Any money borrowed by any of the investing authorities under this Order shall (notwithstanding anything in the Local Government Act* 1888) *be repaid within such period not exceeding* forty *years as may be determined by each of the investing authorities respectively and that period shall be the prescribed*

(*t*) In Scotland, Local Government (Scotland) Act, 1889 (by the Act, sect. 26 (7)).

period for the purpose of the respective Acts regulating the borrowing under this Order by the investing authorities.

(2) *Any money borrowed by the investing authorities under this Order shall be repaid by equal yearly or half-yearly instalments of principal or of principal and interest or by means of a sinking fund established in accordance with the provisions of the Second Schedule to this Order, and returns shall be made to the Local Government Board in accordance with those provisions.*

Application of money repaid to local authorities.

53g. *Any money repaid to or received by any of the investing authorities on account of the principal of any advance made by them under this Order shall be carried by such investing authority to the credit of their sinking fund so long as any money to be repaid by means of a sinking fund remains not repaid or where the investing authority has not borrowed for the purpose of the advance shall be repaid to the fund or account from which the same shall have been advanced and in any other case shall be applied with the approval of the Local Government Board in the payment of instalments of principal as aforesaid or as capital by that investing authority.*

Application of dividend by local authorities.

53h. *Any dividend or interest paid to any of the investing authorities in any year in respect of an advance under this Order shall be applied by such investing authority in reduction of the payments required to be made to their sinking fund so long as any money to be repaid by means of a sinking fund remains not repaid, or in the payment of the interest due upon money borrowed for the purpose of the advance, or where the investing authority has not so borrowed shall be carried to the credit of the fund or account from which such advance shall have been made and in any other case shall be carried to the credit of the rate charged with the payment of interest on and the repayment of the money so borrowed.*

Audit of accounts.

53i. *The accounts of any payment or receipts in respect of an advance under this Order shall be the accounts of the investing authorities respectively and shall be audited as such.*

Assessment to local rates.

53j. *If the Treasury make any advance to the company as a free grant, of which fact a statement in writing signed by the secretary or the assistant-secretary of the Treasury shall be sufficient evidence, the railway shall not in any of the parishes through which it runs during a period of ten years from the commencement of this Order be assessed to any local rates at a higher value than that*

at which the land occupied by the railway would have been assessed if it had remained in the condition in which it was immediately before it was acquired for the purpose of the railway: Provided that the Board of Trade shall have power to extend the said period of ten years for such further period or periods as they may think fit (*u*).]

DEPOSIT OF MONEY, &c. (*x*).

Deposit to be made by company before exercising powers.

54.—(1) Notwithstanding anything in this Order contained the company shall not exercise the powers by this Order conferred upon them unless and until they shall have paid as a deposit the sum of —— thousand pounds to the account of the Paymaster-General for and on behalf of the Supreme Court to the credit of the railway, and the Board of Trade shall issue their warrant to the company for such payment into Court, and that warrant shall be a sufficient authority for the company to pay the said sum to the account of the Paymaster-General for and on behalf of the Supreme Court and for the Paymaster-General to issue directions for the same to be received and placed to his account according to the method (prescribed by statute or general rules or orders of Court or otherwise) for the time being in force respecting the payment of money into Court and without fee or reward.

(2) The company may bring into Court instead (whether wholly or in part) of the payment of money as a deposit an equivalent sum of bank annuities or of any stocks, funds or securities in which cash under the control of the Court is for the time being permitted to be invested or of exchequer bills (the value thereof being taken at a price as near as may be to but not exceeding the current market price) and in that case the Board of Trade shall vary their warrant accordingly by directing the transfer or deposit of such amount of stocks, funds, securities or exchequer bills by the company.

(3) The High Court may on the application of the company order that any money brought into Court as aforesaid be invested in such stocks, funds or securities as the applicants desire and the Court thinks fit.

(*u*) As to rating in Scotland, see sect. 26 (9) and (10) of the Act.

(*x*) The deposit sections are only inserted if the penalty sections (*ante*, sects. 29a, 29b) are not. In the case of Scots Orders the necessary variations must be made.

Deposit fund not to be repaid until railway is opened.

55. The money, stocks, funds, securities or exchequer bills so deposited (hereinafter referred to as "the deposit fund") shall not be paid or transferred to or on the application of the company unless previously to the expiration of the period limited by or extended by the Board of Trade under this Order the company open the railway for the public conveyance of passengers and if the company shall make default in so opening the railway the deposit fund shall be applicable and shall be applied as hereinafter provided: Provided that if within such period the company open any part of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the part of the railway opened and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the whole length of the railway the High Court shall on the application of the company order the portion of the deposit fund specified in the certificate to be repaid or re-transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified.

Application of deposit.

56. If the company do not previously to the expiration of the period for the completion of the railway as limited by or extended by the Board of Trade under this Order complete and open the railway for the public conveyance of passengers then the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the company by this Order and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit. If no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall, if a receiver has been appointed

or the company are insolvent and have been ordered to be wound up or the undertaking has been abandoned, be paid or transferred to such receiver or to the liquidator or liquidators of the company or be applied in the discretion of the Court as part of the assets of the company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the depositors: Provided that until the deposit fund has been repaid or retransferred to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall as often as the same shall become payable be paid to the company or as they direct.

As to warrant or certificate of Board of Trade relating to deposit or to the deposit fund.

57. The issuing of any warrant or certificate relating to the deposit hereinbefore prescribed or to the deposit fund or any error in such warrant or certificate or in relation thereto shall not make the Board of Trade or the person signing the warrant or certificate on their behalf in any manner liable for or in respect of the deposit fund or the interest of or dividends on the same or any part thereof respectively.

MISCELLANEOUS.

As to schedule[s].

58. The provisions of the Schedule[s] to this Order shall be observed.

Provision as to general Acts relating to light railways.

59. Nothing in this Order contained shall exempt the company or the railway from the provisions of any general Act of Parliament which may hereafter pass affecting light railways authorised before the passing of that general Act or from the provisions of any general Act relating to the better or more impartial audit of the accounts of the railway companies now in force or which may hereafter pass or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the company.

Arbitration.

60. Any difference under this Order referred to arbitration shall unless otherwise expressly provided be referred to and determined by a single arbitrator appointed in manner provided by sect. 13 of the principal Act and the provisions of that section and any rules made under that section and the Arbitration Act 1889 shall apply to any such arbitration (*y*).

(*y*) In Scots Orders substitute after "single": "arbiter appointed in manner provided by sect. 13 of the principal Act as modified by subsects. (3) and (4) of sect. 26 thereof and the provisions of that section as

61.—(1) If the company act in contravention of or fail to comply with any of the provisions of this Order and no penalty is expressly prescribed by this Order with respect to such contravention or non-compliance the company shall be liable to a penalty for each such offence not exceeding twenty pounds and to a penalty not exceeding five pounds for every day during which the offence continues after a penalty has been imposed in respect thereof; Penalties and expenses.

(2) Any penalty under this Order may be recovered in manner provided by the Summary Jurisdiction Acts.

(3) Any expenses payable by or to the company under this Order may be recovered as a civil debt in manner provided by the Summary Jurisdiction Acts.

62. All costs, charges and expenses of and incident to the preparing, making and confirmation of this Order or otherwise in relation thereto shall be paid by the company. Costs of Order.

[*FIRST*] SCHEDULE.

Permanent way.—The rails used shall weigh at least pounds per yard.

On curves with radii of less than nine chains a checkrail shall be provided.

If flat-bottom rails and wooden sleepers are used

(a) the rails at the joints shall be secured to the sleepers by fang or other through bolts or by coach-screws or by double spikes on the outside of the rail with a bearing-plate and

(b) the rails or curves with radii of less than nine chains shall be secured on the outside of the outer rail to each sleeper by a fang or other through bolt or by a coach-screw or by double spikes with a bearing plate and

(c) the rails on curves with radii of less than nine chains shall be tied to gauge by iron or steel ties at suitable intervals or in such other manner as may be approved by the Board of Trade.

Turntables.—No turntable need be provided but no tender-engine shall be run tender foremost at a rate of speed exceeding at any time fifteen miles an hour.

Electrical communication.—If the Board of Trade require means

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so modified and any rules made thereunder and the provisions of the Lands Clauses Acts with respect to arbitration shall apply to any such arbitration."

of electrical communication to be provided on the line the company shall make that provision in such manner as the Board of Trade direct.

Signals.—At places where under the system of working for the time being in force trains may cross or pass one another there shall be a home-signal for each direction at or near the entrance points. If the home-signal cannot be seen from a distance of a quarter of a mile a distant-signal must be erected at that distance at least from the entrance points. The home-signals and distant-signals may be worked from the station by wires or otherwise.

Every signal-arm shall be so weighted as to fly to and remain at danger on the breaking at any point of the connection between the arm and the lever working it.

Precautions shall be taken to the satisfaction of the Board of Trade to ensure that no signal can be lowered unless the points are in the proper position and that two conflicting signals cannot be lowered simultaneously.

Platforms, &c.—Platforms shall be provided to the satisfaction of the Board of Trade unless all carriages in use on the railway for the conveyance of passengers are constructed with proper and convenient means of access to and from the same from and to the level of the ground on the outside of the rail.

There shall be no obligation on the company to provide shelter or conveniences at any station or stopping place.

[*SECOND SCHEDULE.*]

[*This is only inserted where an advance is to be made by a local authority, and relates to the sinking fund, &c. It is in the same terms as the Second Schedule to the Order for a Light Railway of Class B.* (post, *p.* 850), *with the substitution of "investing authority" for "corporation." See sect.* 11 (*g*) *of the principal Act.*]

This Order made by the Light Railway Commissioners and modified by the Board of Trade is hereby confirmed in pursuance of the provisions of sect. 10 of the Light Railways Act, 1896.

Given under the Seal of the Board of Trade this —— day ——, 19—.

—— *President.*

(*Seal of the Board of Trade.*)

—— *Assistant-Secretary.*

2. PRECEDENT *of an* ORDER *for a* LIGHT RAILWAY *of* CLASS B.

(See note, *ante*, p. 746.)

THE LIGHT RAILWAYS ACTS 1896 AND 1912.

—— LIGHT RAILWAY ORDER 19—.

Order authorising the construction of Light Railways in the —— of —— in the County of ——.

[*As ante, p.* 746.] Preamble.

PRELIMINARY.

1. [*As ante, p.* 748.] Short title.

2. Words and expressions to which by the principal Act or any Acts in whole or in part incorporated with this Order meanings are assigned have in this Order (unless the context otherwise requires) the same respective meanings and in this Order— Interpretation.

The expression "the company" means the company incorporated by this Order;

The expression "the council" means the —— District Council of ——;

The expression "the county council" means the county council of the County of ——;

The expression "the corporation" means the Mayor, Aldermen and Burgesses of the Borough of ——;

The expression "the principal Act" means the Light Railways Act 1896;

The expression "the railway" means the railways and works by this Order authorised or (as the case may be) any part thereof and the expression "the undertaking" means the undertaking by this Order authorised;

The expressions "the plans" "the sections" and "the book of reference" mean respectively the plans, sections and book of reference deposited in respect of the application for this Order with the Board of Trade and signed by an assistant-secretary of the Board of Trade;

The expression "mechanical power" includes steam, electric and every other motive power not being animal power and the word "engine" includes motor;

The expression "local authority" means the council of any borough or urban district or rural district (*z*);

The expression "road" means any carriage-way being a public highway and the carriage-way of any bridge forming part of or leading to the same;

The expression "road authority" means any county council, local authority, commissioners, trustees or other body or persons who are charged with the duty of maintaining or repairing any road (*z*);

The expression "metalled" means so paved or made in any way as to form a road for vehicular traffic and the expression "unmetalled" shall be construed accordingly;

The expression "special resolution" means a resolution passed by a majority of not less than two-thirds of the members present and voting at a meeting of a local authority of which meeting at least one month's previous notice specifying the resolution to be proposed at such meeting has been given in the manner in which notices of the meetings of such local authority are usually given;

The Interpretation Act 1889 (*a*) applies for the purpose of this Order.

Incorporation and exception of Acts.

3.—(1) Subject to the provisions of this Order the following enactments, that is to say, *the Companies Clauses Consolidation Act* 1845, *Part I. (relating to cancellation and surrender of shares) of the Companies Clauses Act* 1863 *as amended by subsequent Acts*, the Lands Clauses Acts (except the provisions with respect to the purchase and taking of lands otherwise than by agreement) as varied by the principal Act, and sects. 7, 24, 89, 90, 103, 104, 105, 108 to 113 both included, 144, 162 and 163 of the Railways Clauses Consolidation Act 1845 are hereby incorporated with this Order and sects. 5 and 6 of the Regulation of Railways Act 1889 are hereby applied to the railway and the undertaking.

In and for the purpose of the enactments so incorporated or applied the expressions "the promoters of the undertaking" and "the company" shall mean the council [or *corporation*].

(2) In the construction of the incorporated provisions of the Railways Clauses Consolidation Act 1845, sections 7 and 162 of

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(*z*) For the Scots equivalents, see the Act, sect. 26 (2) and (6).

(*a*) 52 & 53 Vict. c. 63.

that Act shall be read and have effect as if the "clerk of the county council of ——" had been referred to therein instead of the clerks of the peace for the several counties in or through which the railway is intended to pass.

(3) The following enactments, that is to say, sections 3 and 4 of the Railway Regulation Act 1840, sections 6 to 13 both included and 34 of the Regulation of Railways Act 1868 and sections 9 and 10 of the Regulation of Railways Act 1871, and the Railway Companies (Accounts and Returns) Act 1911, shall not apply to the company or the railway or the undertaking (*b*).

Incorporation of Company.

[4—9. *As ante, p. 750. These clauses, of course, are not inserted where the promoters are a local authority.*]

Railways Authorised.

Power to make railways.

10. Subject to the provisions of this Order the *company* may make, form, lay down and maintain the railways hereinafter described in the lines and according to the levels and within the limits of deviation shown on the plans and sections with all proper rails, plates, works and conveniences connected therewith. The said railways are—

As to road widenings, &c.

11.—(1) When constructing Railway (No. —) the *company* shall at their own expense widen the road where it is shown on the plans about —— chains from the commencement of Railway (No. —) as being —— feet wide so that the width thereof at such point shall be not less than —— feet.

(2) When constructing Railway (No. —) the *company* shall at their own expense widen the metalled portion of the road where it is shown on the plans at —— mile —— furlongs or thereabouts from the commencement of Railway (No. —) as being —— feet

(*b*) The words in italics will be omitted where the promoters are a local authority. It will be observed that Part III. (relating to debenture stock) of Companies Clauses Act, 1863, is omitted. If there are to be working agreements, Part III. (relating thereto) of Railways Clauses Act, 1863, should be incorporated. As to the incorporation and exception of statutes in general, see the Act, sects. 11 (a), (b), 12, 13, 14, and Sched. II. For the Scots equivalents of the Clauses Acts, see sect. 26 (7) of the Act.

—— inches wide so that the width thereof at such point shall be not less than —— feet.

(3) If the county council widen —— Bridge over the River —— the *company* shall defray the reasonable cost of such widening within two months after the completion thereof: Provided that the *company* shall not be required to pay for this purpose more in any case than —— pounds.

(4) If any existing footpath is interfered with by the widening of any road as aforesaid the *company* shall at their own expense provide at the side of such road such footpath as the road authority [*where other than the corporation* (*c*)] may reasonably require.

[*Or* (1) Wherever the metalled portion of any road upon which the railway is constructed is of a less width than —— feet the *company* shall, concurrently with the construction of the railway, wherever they may be able to do so without acquiring any buildings or incurring any other unreasonable expense in acquiring any land, widen such road so that the said metalled portion thereof shall be of a width of at least —— feet.

(2) Wherever the metalled portion of any road upon which the railway is to be constructed is of a less width than —— feet the *company* may, so far as they are able so to do by making use of any waste land at the side of the metalled portion of any such road, widen such metalled portion so that the same shall be of a width of not less than —— feet and unless the road authority otherwise agrees not more than —— feet: Provided that if in effecting any of the widenings referred to in this and the preceding sub-section the *company* interfere with or remove any footpath they shall subject to the provisions of the said sub-sections leave or provide a sufficient footpath to the reasonable satisfaction of the road authority.]

(5) The metalled portion of such roads when widened shall be made up and completed at the expense of the *company* and to the reasonable satisfaction of the road authority [*where other than the corporation* (*c*)] and all alterations of footpaths, kerbs, channels, drains and other works rendered necessary by such works shall be carried out to the like satisfaction.

(6) When the aforesaid widenings have been completed the

(*c*) These words must be inserted where a local authority, which is not the sole road authority, is promoting.

portion added to the road in any place shall be dedicated to the public as a highway and shall thereafter in all respects form part of the road.

(7) If any difference arises under this section between the *company* and the county council or the road authority that difference shall be referred to arbitration under this Order.

Power to make crossings, &c.

12.—(1) In addition to and in connection with the railways hereinbefore described the *company* may subject to the provisions of this Order and [*in respect of any part of the railway within the district of any local authority other than the corporation*] (*d*) with the consent of the local authority and [*upon any road of which the corporation are not the road authority with the consent of*] (*d*) the road authority make, maintain, alter and remove in any road such crossings, passing places, sidings, junctions and other works as they find necessary or convenient for the efficient working of the railway or for providing access to any stables, engine-houses, power-houses, carriage-houses, sheds or works of the *company*: Provided that if before commencing to make, alter or remove any such work as aforesaid in any road in the district of any such local authority or under any such road authority the *company* deliver to the authority a plan showing the position of the work proposed to be made, altered or removed, as the case may be, and the authority do not within twenty-eight days give notice to the *company* of any objection, such authority shall be taken to have consented to the making, alteration or removal of such work as shown by the said plan.

(2) Before commencing to make, alter or remove any such work as aforesaid the *company* shall send to the Board of Trade a plan showing the position of the work proposed to be made, altered or removed, as the case may be, and shall not make, alter or remove the work except with the approval of the Board of Trade.

(3) The consent of the local or road authority under this section shall not be unreasonably withheld and if any difference arises as to whether such consent is unreasonably withheld that difference shall be referred to arbitration under this Order.

Power to generate electricity.

13. For the purposes of working the railway the *company* [*may supply electrical energy from any generating station belonging to them and*] (*d*) may erect, construct, maintain and use dynamos

(*d*) Insert where a local authority is promoting.

and other electrical apparatus, steam engines, works and buildings and may use for the purposes aforesaid or any of them any land appropriated by them to that use or acquired by them by agreement under the powers of this Order, but nothing in this section shall exempt the *company* from any indictment, action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them on any land so appropriated or acquired.

Power to lay down conductors, &c.

14. Subject to the provisions of this Order the *company* may erect, lay down and maintain on, in, under or over any road or the footpath of any road such posts, conductors, wires, tubes, mains, plates, boxes and apparatus as may be necessary or convenient either for the working of the railway or for forming connections with any generating station and the powers and obligations of the *company* under this Order with respect to the opening or breaking up of any road shall so far as they are applicable apply with respect to such footpaths: Provided that the powers of this section shall not be exercised with respect to any road or footpath [*of which the corporation are not the road authority*] (*e*) except with the consent (which shall not be unreasonably withheld) of the road authority and if any difference arises as to whether such consent is unreasonably withheld that difference shall be referred to arbitration under this Order (*e*).

Gauge of railway.

15. The railway shall be constructed on a gauge of —— feet —— inches or such other gauge as may from time to time be determined by the *company* with the consent of the Board of Trade.

Right of user only of road.

16. Notwithstanding anything in this Order contained the *company* shall not acquire or be deemed to acquire any right other than that of user of any road along or across which they lay the railway or of any bridge, culvert or other work upon which such road is carried.

Reservation of right of public to use roads.

17. Nothing in this Order or in any by-law made under this Order shall take away or abridge the right of the public to pass along or across every part of any road along or across which the railway is laid except as hereinafter expressly provided with reference to carriages having flange wheels or wheels suitable only to run on the rails of the railway.

Reservation of powers to

18. Nothing in this Order shall take away or affect any power

(*e*) Insert the words in brackets where a local authority is promoting.

of any road authority or of the owners, commissioners, undertakers or lessees of any railway, tramway, inland navigation or bridge, to widen, alter, divert, repair, maintain or improve any road, railway, tramway, inland navigation or bridge or to rebuild any bridge: Provided that such powers shall not be exercised so as to interfere with or affect the railway or the traffic thereon further or otherwise than may be necessary and that nothing in this Order shall entitle the *company* to compensation for any loss or damage sustained by them by reason of the reasonable exercise of such powers as aforesaid. widen roads, &c.

19. Nothing in this Order shall limit or interfere with the rights of any owner, lessee or occupier of any mines or minerals to work the same nor shall any such owner, lessee or occupier be liable to make good or pay compensation for any damage which may be occasioned to the railway by the working in the usual and ordinary course of mines or minerals. Reservation of rights of owners, &c. of mines.

LANDS.

20. The *company* may— Appropriation and acquisition by agreement of lands.

[(a) *subject to the sanction of the Local Government Board and under such conditions as the Board may prescribe appropriate and use for the purposes of the undertaking, but subject to the provisions (if any) under which such lands were respectively acquired, any lands not dedicated to public use vested in them being part of their corporate estates; and*

(b)] by agreement purchase and acquire for the purposes of the undertaking such lands as they may require and may sell or dispose of any such lands not required for such purposes;

Provided that they shall not at any time hold in pursuance of this section more than *five* [*ten*] acres of land and that nothing in this Order shall exempt the *company* from any indictment, action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land acquired [*or appropriated*] by them under this section (*f*).

(*f*) Omit sub-sect. (a) where the Order is granted to a local authority. Where powers of compulsory purchase are granted, sects. 12 to 15 of the preceding Model Order (p. 753) should be substituted for this section. As to nuisances, see *Howland* v. *Dover Harbour Board* (1898), 14 T. L. R. 355.

Persons under disability may grant easements, &c.

21. [*As ante, p.* 753.]

Restrictions on taking houses of labouring class.

22. [*As ante, p.* 753.]

Works.

Period for completion of works.

23. If the whole of the railway is not completed within *three* (*g*) years from the commencement of this Order the powers of the *company* under this Order shall cease:

Provided that the Board of Trade may allow an extension of time as regards the railway or some part of the railway only or may direct that the powers of the *company* shall cease under this section as regards some part of the railway only and not as regards the whole, subject in either case to such conditions (if any) as they may see fit to impose.

Power to break up roads, &c.

24. For the purpose of making, laying down, maintaining and renewing or altering the railway or any portion thereof the *company* [*may exercise as respects any road, street or other highway any powers vested in them as the authority having the control of such road, street or highway and so far as such powers do not extend they*] (*h*) may open and break up any road subject to the following regulations:—

(1) They shall seven days at least before the commencement of the work give to the road authority notice specifying the time at which they will begin the work and the portion of road proposed to be opened or broken up;

(2) They shall not open or break up or alter the level of any road except under the superintendence and to the reasonable satisfaction of the road authority unless that authority refuse or neglect to give such superintendence at the time specified in the notice or discontinue the same during the work;

(3) They shall pay all reasonable expenses to which the road authority is put on account of such superintendence;

(4) They shall not without the consent of the road authority open or break up at any one time a greater length than

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(*g*) Compare sect. 83 of this Order. It will be observed that there is no provision here for cesser of powers on non-commencement or suspension of works.

(*h*) Omit these words where a local authority are not promoters.

one hundred yards of any road which does not exceed a quarter of a mile in length and in the case of any road exceeding a quarter of a mile in length the *company* shall not without the like consent leave a less interval than a quarter of a mile between any two places at which they may open or break up the road and they shall not without the like consent open or break up at any one time at any such place a greater length than one hundred yards.

Where the carriageway over any bridge forms part of or is a road within the jurisdiction of a road authority but such bridge is not vested in the road authority any work which the *company* are empowered to construct and which affects or in anywise interferes with the structural works of such bridge shall subject to the provisions of this Order be constructed to the reasonable satisfaction of the owner or lessee of the bridge and under his superintendence (at the expense of the *company*) unless after notice to be given by the *company* seven days at least before the commencement of such work such superintendence is refused or withheld.

[*Where the road in or upon which the railway is proposed to be laid down is crossed by any railway or tramway on the level any work which the* company *are empowered to construct and which affects or in anywise interferes with such railway or tramway or the traffic thereon shall be constructed and maintained to the reasonable satisfaction of the owner or lessee of such railway or tramway and under his superintendence* (*at the expense of the* company) *unless after notice to be given by the* company *seven days at least before the commencement of such work such superintendence is refused or withheld.*]

If any difference arises under this section as to the reasonable satisfaction of the road authority or of the owner or lessee of any bridge [*or of the owner or lessee of any railway or tramway*] or as to any expenses to be paid by the *company* that difference shall be referred to arbitration under this Order.

Approval by Board of Trade of mode of construction, &c. of railway.

25. In addition to the requirements of the last preceding section of this Order the *company* shall at the same time as they give notice to the road authority of their intention to open or break up any road [*of which the corporation are not the road authority*] lay before the Board of Trade and the road authority [*and before breaking up any road of which they are the road authority they*

shall lay before the Board of Trade] a plan showing the proposed mode of making, laying down, maintaining or renewing the railway and a statement of the materials intended to be used and the *company* shall not commence any works until such plan and statement have been approved by the Board of Trade and notwithstanding anything in this Order contained all such works shall be executed in accordance with such plan and statement approved as aforesaid.

Completion of works and reinstatement of road.

26. When the *company* have opened or broken up any portion of any road [*of which they are not the road authority*] (*i*) they shall be under the following further obligations; (namely)—

(1) They shall with all practicable speed and in all cases within four weeks at the most (unless the road authority otherwise consent in writing) complete the work on account of which they opened and broke up the road and (subject to the making, maintenance or renewal of the railway) fill in the ground and make good the surface and to the reasonable satisfaction of the road authority restore the portion of the road to as good condition as that in which it was before it was opened or broken up and clear away all surplus paving, metalling or other material or rubbish occasioned thereby;

(2) They shall in the meantime cause the place where the road is opened or broken up to be fenced and watched and to be properly lighted at night;

(3) They shall pay all reasonable expenses of the repair of the road for six months after the same is restored so far as those expenses are increased by the opening or breaking up.

If any difference arises under this section as to the reasonable satisfaction of the road authority or as to the reasonable expenses to be paid by the *company* that difference shall be referred to arbitration under this Order.

Application of materials excavated from roads.

27. Any paving, metalling or other material lawfully excavated by the *company* from any road under any road authority [*other than the corporation*] (*i*) may be applied by the *company* in or towards the reinstating or the widening of any such road and the maintenance for six months after completion of the railway

(*i*) Omit where a local authority are not promoters.

upon such road of so much thereof as the *company* are by this Order required to maintain and the *company* shall at their own expense if so required deliver the surplus paving, metalling or other material not used for the purposes aforesaid at such place not being more than one mile from the place of excavation as the road authority shall appoint: Provided that if within seven days after notice in writing to the road authority that any such surplus is ready for delivery they shall not appoint a place for the delivery thereof such surplus shall vest in and belong to the *company*.

If any difference arises under this section between the *company* and any road authority that difference shall be referred to arbitration under this Order.

Alteration of levels of roads.

[27a. *The company shall not make any alteration in the level of any road* [*of which they are not the road authority*] (*l*) *without the consent of the road authority but if by reason of the construction of the railways any alteration is rendered necessary in the level of any road the reasonable expense of making such alteration shall be borne and paid by the company and if any question arises between the company and any road authority under this section that question shall be referred to arbitration under this Order.*]

Repair of metalled portion of road where railway is laid.

28. [*The following provisions shall apply with respect to any road of which the corporation are not the road authority* (*that is to say*) *:—*] (*m*)

(1) [*Where the railway is laid on the metalled portion of any road*] the *company* shall at their own expense at all times make, repair, maintain and keep in good condition in such manner as the road authority and the *company* may agree or as in case of difference between them may be determined by the Board of Trade so much of any road whereon the railway is laid as lies between the rails of the railway and (where two lines of railway are laid by the *company* in any road at a distance of not more than four feet from each other) the portion of the road between such two lines of railway and in every case so much of the road as extends eighteen inches beyond the rails of and on each side of the railway: Provided that the portion of the roads repairable as afore-

(*l*) Omit where a local authority are not promoters.

(*m*) These words will be omitted where a local authority are not promoters.

said by the *company* shall (unless except so far as it may be or may have been otherwise agreed between the *company* and the road authority or may be otherwise required by the Board of Trade) be made, repaired and maintained with similar materials to those used in each case by the road authority in maintaining and repairing the other portions of such roads in the same place, except that the road authority may in all cases require the road on each side of each rail to be paved, repaired and maintained with one row of granite setts laid to an average width on each side of each rail of at least six inches (*n*).

(2) If the *company* abandon the undertaking or any part of the same and take up the railway or any portion thereof they shall with all convenient speed and in all cases within six weeks at the most (unless the road authority otherwise consent in writing) fill in the ground and make good the surface and to the satisfaction of the road authority restore the portion of the road upon which the railway taken up was laid to as good a condition as that in which it was before such railway was laid thereon and clear away all surplus paving, metalling or other material or rubbish occasioned by such work and shall in the meantime cause the place where the road is opened or broken up to be fenced and watched and to be properly lighted at night.

(3) If the *company* fail to comply with the provisions of this section the road authority if they think fit may themselves at any time after seven days' notice to the *company* open and break up the road and do the works necessary for the repair and maintenance or restoration of the road to the extent in this section above-mentioned and the expense incurred by the road authority in so doing shall be repaid to them by the *company*.

(4) Any difference (except such as is to be determined by the Board of Trade as hereinbefore provided) which arises under this section between the *company* and the road authority shall be referred to arbitration under this Order.

As to construction of railway in road.

29.—(1) Before commencing to construct any part of the railway in any road the *company* shall deliver to the road authority a plan showing where it is proposed to construct the same as a single line or as a double line or as an interlacing line or other-

(*n*) Here may be added a provision for wood paving in front of public buildings.

wise and showing the proposed position thereof in the road and if a single or interlacing line the proposed position of the passing places.

[Or, *Before commencing to construct any part of the railway the corporation shall prepare a plan showing where it is proposed to construct the same as a single line or as a double line or as an interlacing line or otherwise and showing the proposed position thereof in the road and if a single or interlacing line the proposed position of the passing places and shall deliver to the road authority of any road of which the corporation are not the road authority a copy of the plan so far as it affects such road* (*o*).]

(2) Such plan shall be open to the inspection of the owners, lessees and occupiers of any lands or houses or other buildings abutting on the road and it shall be the duty of the *company* within seven days after they deliver the copy as aforesaid to give public notice by advertisement or otherwise of the place where and the hours when such plan may conveniently be inspected.

(3) If the road authority have any objection to the construction of the railway in accordance with such plan they may give notice thereof in writing to the *company* and any difference between the *company* and the road authority shall be determined by the Board of Trade: Provided that if such authority do not give such notice within twenty-eight days after the delivery of the plan they shall be taken to have agreed.

(4) The *company* shall in any event submit the plan to the Board of Trade for their approval and shall not construct the railway except in accordance with the plan as approved by the Board of Trade.

As to railway at side of road.

30.—(1) Where the railway is laid upon the unmetalled or waste land at the side of any road the *company* shall construct and maintain the same—

(a) so as to avoid to the reasonable satisfaction of *the* [*any*] road authority [*other than the corporation*] any interference with the proper drainage of the road; and

(b) so as not to cut off convenient access across the railway from the road to any land thereto adjoining and the *company* shall wherever necessary make and maintain metalled crossings and provide guard rails.

(*o*) The alternative form is to be used where the promoters are a local authority.

(2) If any difference arises under this section between the *company* and [*such*] road authority or the owner, lessee or occupier of any such adjoining land as aforesaid that difference shall be referred to arbitration under this Order (*p*).

Alteration of lines after construction.

31.—(1) At any time after the construction of the railway the *company* may subject to the provisions of this Order alter the position of the railway in any road or may lay down in any road a double line in place of a single or interlacing line or a single line in place of a double or interlacing line or an interlacing line in place of a double or single line on any part of the railway;

(2) The *company* shall before commencing any works under this section deliver to the road authority a plan showing the position of the proposed works and the manner in which it is proposed to carry them out and such plan shall be open to the inspection of the owners, lessees and occupiers of any lands or houses or other buildings abutting on the road and it shall be the duty of the *company* within seven days after they deliver the plan as aforesaid to give public notice by advertisement or otherwise of the place where and the hours when such plan will be open to inspection;

[Or, *The corporation shall before commencing any works under this section prepare a plan and shall deliver a copy thereof to the road authority, if other than the corporation, showing the position of the proposed works and the manner in which it is proposed to carry them out and such plan shall be open to the inspection of the owners, lessees and occupiers of any lands or houses or other buildings abutting on the road and it shall be the duty of the corporation within seven days after they deliver the copy as aforesaid to give public notice by advertisement or otherwise of the place where and the hours when such plan may conveniently be inspected;*]

(3) If the road authority have any objection to the proposed alterations or to the execution of the works in accordance with such plan they may give notice thereof in writing to the *company* and any difference between the *company* and the road authority shall be determined by the Board of Trade: Provided that if such authority do not give such notice within twenty-eight days after the delivery of the plan they shall be taken to have agreed;

(*p*) The words in brackets are to be used where a local authority are promoters.

(4) The *company* shall in any event submit the plan to the Board of Trade for their approval and shall not construct the railway except in accordance with the plan as approved by the Board of Trade;

(5) If at any time after the construction of the railway on any road such road is altered or widened by the road authority the *company* shall at their own expense, if (under the circumstances) reasonably required to do so, take up and remove such railway or any part thereof and reconstruct the same in such position in the road as the road authority and the *company* may agree or failing agreement as may be determined by the Board of Trade;

(6) Where owing to the erection after the commencement of this Order of buildings, houses abut on both sides of any road on which the railway has been laid as a single line only and it appears to the road authority [*other than the corporation*] that for that reason an interlacing or double line should be laid instead of a single line in the road between such houses they may (if reasonable under the circumstances so to do) require the *company* to alter their line accordingly and the *company* shall comply with the requisition;

(7) If the *company* consider that any such requisition or the withholding of any such consent under this section as aforesaid is not reasonable they may appeal to the Board of Trade and the decision of that Board shall be final (*q*).

As to rails of railway.

32.—(1) The rails of the railway shall be such grooved or other rails as the Board of Trade may approve.

(2) [*Where the railway is laid on the metalled portion of any road*] the rails of the railway shall be laid and maintained so that the uppermost surface thereof shall be on a level with the surface of the road: Provided that if any road authority [*other than the corporation*] (*r*) metal the unmetalled portion of or alter the level of any road along or across which any portion of the railway is laid or is authorised to be laid the *company* shall at their own cost lay or (as the case may be) alter the rails so that the uppermost surface thereof shall be on a level with the surface of the road as metalled or altered.

(*q*) The words in brackets are to be used where the promoters are a local authority.

(*r*) Omit where a local authority are not promoters.

Liability of *company* to maintain rails, &c.

33.—(1) The *company* shall at all times maintain and keep in good condition and repair and so as not to be a danger or annoyance to the ordinary traffic on the road the rails of the railway and the substructure upon which the same rest.

(2) In case it is represented in writing to the Board of Trade by any road authority [*other than the corporation*] of any road in any district in which any portion of the railway is situate or by twenty ratepayers of such district that the *company* have made default in complying with the provisions of this section the Board of Trade may if they think fit direct an inspection by an officer to be appointed by the said Board and if such officer reports that the default mentioned in such representation has been proved to his satisfaction then and in every such case a copy of such report certified by a secretary or an assistant-secretary of the Board of Trade may be adduced as evidence of such default and of the liability of the *company* to such penalties in respect thereof as are by this Order imposed (*s*).

Road authority and *company* may contract for repairing, &c. roads on which railway is laid.

34. The road authority on the one hand and the company on the other hand [or, *The corporation on the one hand and any road authority other than the corporation on the other hand*] (*t*) may enter into and carry into effect and renew or vary contracts, agreements or arrangements with respect to the [widening and making or] maintenance and repair of the whole or any portion of any road on which the railway is laid and the proportion to be paid by either of them of the expense of such works [*or* of such maintenance and repair].

As to posts, standards and brackets.

35.—(1) Subject to the provisions of this Order and of any regulations made under this Order by the Board of Trade the size, position, design and construction of all posts, standards and brackets and their several attachments erected in any road or the footpath of any road under any road authority shall be such as the authority and the company may agree or as in case of difference between them may be determined by the Board of Trade: Provided that—

(a) Subject to the approval of the Board of Trade under this section and with the consent of the owners, lessees and occupiers of the houses or buildings to be utilised the

(*s*) Omit the words in brackets where a local authority are not promoters.

(*t*) Omit where a local authority are not promoters.

company may and if the local authority so require and if such consent can be obtained for a reasonable consideration the company shall fix to houses or other buildings instead of erecting posts or standards for the purpose any brackets or attachments for the support of any overhead wires necessary for working the railway and any difference arising between the local authority and the company in the matter shall be determined by the Board of Trade; and

(b) before the erection or alteration of any such posts, standards, brackets and attachments in such road or footpath the company shall deliver to the road authority a drawing and a description of the same and a plan showing the proposed position thereof and if the road authority do not within twenty-eight days give notice to the company of any objection such authority shall be taken to have agreed to the size, position, design and construction of such posts, standards, brackets and attachments as shown by the said drawing, description and plan; and

(c) if any post or overhead wire becomes owing to the construction of any new road or otherwise in the opinion of the road authority an obstruction the company shall alter the position thereof in such manner as the road authority direct but the company may appeal against such direction to the Board of Trade and the decision of the Board shall be final; and

(d) if any post is erected upon the metalled portion of any road which is not lighted from the expiration of the hour after sunset until the beginning of the hour before sunrise the company shall bear the expense of providing and maintaining thereon between such hours a sufficient light for the purpose of lighting such post but not otherwise for the purpose of illumination; and

(e) the company shall properly maintain and keep in good order and repair to the reasonable satisfaction of the road authority all such posts, standards, brackets and attachments; and

(f) if any difference arises as to the reasonable satisfaction of the road authority that difference shall be determined by the Board of Trade.

[or (1) Subject to the provisions of this Order and of any regulations made under this Order by the Board of Trade the size, position, design and construction of all posts, standards and brackets and their several attachments erected in any road or the footpath of any road under the jurisdiction of any road authority other than the corporation shall be such as the road authority and the corporation may agree: Provided that—

(a) subject to the approval of the Board of Trade under this section and with the consent of the owners, lessees and occupiers of the houses or buildings to be utilised the corporation may fix to houses or other buildings instead of erecting such posts or standards for the purpose any brackets or attachments for the support of any overhead wires necessary for working the railway; and

(b) before the erection of any such posts, standards, brackets and attachments in such road or footpath the corporation shall deliver to the road authority a drawing and a description of the same and a plan showing the proposed position thereof and if the road authority do not within twenty-eight days give notice to the corporation of any objection such authority shall be taken to have agreed to the size, position, design and construction of such posts, standards, brackets and attachments as shown by the said drawing, description and plan; and

(c) if any post or overhead wire becomes owing to the construction of any new road or otherwise in the opinion of any such road authority an obstruction the corporation shall alter the position thereof in such manner as the road authority may reasonably require; and

(d), (e) *As on p.* 807.

(f) if any difference arises under this sub-section between the corporation and any other authority that difference shall be determined by the Board of Trade.]

(2) The local authority [*of any district outside the borough*] shall upon giving not less than fourteen days' notice to the *company* of their desire to do so have the right without payment to use any posts, standards and brackets erected in the streets within their district for the support of any electric wires or lamps or any gas lamp belonging to the local authority or to any contractor with them for the lighting of public lamps: Provided that

the said notice shall be accompanied by sufficient plans to be approved by the *company* (such approval not being unreasonably withheld) showing the method and position in which it is proposed that such wires or lamps should be supported and that in placing, maintaining or altering such wires or lamps no obstruction shall be caused to the working by the *company* of the undertaking and no unnecessary damage shall be caused to such posts, standards or brackets and that if any damage is caused thereto the local authority shall be responsible for and shall make good the same to the *company:* Provided also that any difference arising under this sub-section between the *company* and the local authority shall be referred to arbitration under this Order.

(3) Before commencing to fix any brackets or attachments to houses or other buildings or to erect or alter any posts, standards or brackets and before any wires or lamps [of the local authority] are supported on any such posts, standards or brackets under this section, plans showing where any brackets or attachments are to be fixed to houses or other buildings and the position, design and construction of the posts, standards or brackets and where wires or lamps [of the local authority] are to be supported on any such posts, standards or brackets the method and position in which they are to be supported must be sent by the *company* to the Board of Trade and the brackets or attachments shall not be fixed to houses or other buildings nor shall the posts, standards or brackets be erected or altered nor shall wires or lamps be supported on any such posts, standards or brackets except according to plans approved by the Board of Trade.

(4) When any such posts and standards have been fixed or erected in any road the *company* shall not make any alteration in the position of the same except with the consent of the road authority (which consent shall not be unreasonably withheld) and the *company* shall at the same time as they send plans as required by this section to the Board of Trade give notice in writing of any proposed alteration to the owners, lessees and occupiers of any lands or houses which abut on the road where the alteration will be made or which will be affected thereby: Provided that before making any such alteration which would affect any such wires or lamps as are hereinbefore referred to the *company* shall give not less than fourteen days' notice to the person owning the same: Provided also that any difference arising under this sub-section

between the *company* and the road authority shall be determined by the Board of Trade.

(5) Advertisements shall not be displayed upon any such posts, standards or brackets.

For the protection of owners of bridges and culverts.

36.—(1) The *company* shall so construct, maintain and use the railway where laid on a road under or upon any bridge or culvert belonging to or maintainable by any person [*other than the corporation*] (in this section referred to as "the owner") as not injuriously to affect the same and in the event of any injury or damage being caused to any such bridge or culvert by the construction, maintenance or user of the railway the *company* shall at their own expense and to the reasonable satisfaction of the owner make good and restore the same and if in consequence of any such injury or damage it becomes or if the construction of the railway or the user thereof will render it necessary that such bridge or culvert should be rebuilt or strengthened the owner shall give to the *company* notice accompanied by sufficient plans and specifications of the intended works and may after one month from the date of the notice (or forthwith in case of emergency) proceed with all due despatch to execute all such works as may be reasonably necessary and the owner may recover from the *company* all moneys reasonably expended by him in the execution thereof;

(2) The *company* shall give to the owner fourteen days' notice in writing of the intention to commence any works under or upon or which may affect or interfere with the structural works of any such bridge or culvert and shall at the same time send sufficient plans, sections, specifications and other information to show the nature of such works and such works shall be constructed and thereafter maintained according to the plans, sections and specifications and under the superintendence (if such superintendence shall be given) and to the reasonable satisfaction of the owner: Provided that the *company* shall not commence any such works until such plans, sections and specifications have been approved by the owner or in case of difference between the owner and the *company* by an arbitrator to be appointed as hereinafter provided and if the owner fails to signify his disapproval thereof within fourteen days after receiving the said plans, sections and specifications he shall be deemed to have approved;

(3) Any works under this section in so far as they affect or interfere with any such bridge or culvert shall if the owner so

require be executed by the owner at the reasonable expense of the *company*. If the owner intends so to execute such works he shall give to the *company* notice of his intention and shall commence, execute and complete the said works with all reasonable despatch: Provided that unless the owner gives the said notice to the *company* within fourteen days after receiving from the *company* the notice hereinbefore prescribed the *company* may in accordance with such plans, sections and specifications and under such superintendence as aforesaid themselves proceed to execute the works;

(4) If any such bridge or culvert as aforesaid upon which the railway is laid is altered, widened or rebuilt by the owner the owner may require the *company* to alter the railway in such manner as the circumstances of the case may reasonably require and shall at the same time send sufficient plans, specifications and other information to show the nature of the alteration required;

(5) If the owner hereafter requires to widen, lengthen, strengthen, reconstruct, alter or repair any bridge upon or under which the railway is laid or the approaches thereto or to widen or alter any railway thereunder or to lift or support any such bridge the *company* shall afford to the owner all reasonable and proper facilities for the purpose and if it should be necessary for such purpose that the working or user of any part of the railway upon or under such bridge or approaches be wholly or in part stopped or delayed or that such part of the railway be wholly or in part taken up or removed and if the owner accordingly gives to the *company* seven days' notice in writing (or in case of emergency such notice as may be reasonably practicable) requiring such stoppage, delay, taking up or removal then the working or user of such part of the railway shall be stopped or delayed or such part of the railway shall be taken up or removed as stated in such notice at the reasonable expense of the *company* and under their superintendence (if they shall give such superintendence), but no such working or user shall be stopped or delayed for a longer period than may be necessary for effecting such purpose as aforesaid and such part of the railway shall be restored with all possible despatch and in such case the owner shall not be liable to pay compensation in respect of such stoppage, delay or taking up or removal as aforesaid;

(6) If any difference arises under this section between the *company* and the owner that difference shall be referred to arbitration under this Order.

[*Here insert any other protective clauses. Compare ante, pp.* 761 *sqq.*]

For the protection of the —— Railway Company and of the —— Canal Company.

[36a. *The following provisions for the several protection of the —— Railway Company and of the —— Canal Company (in this section referred to as "the protected company") shall except so far as it may be otherwise agreed in writing between the* company *and the protected company have effect (that is to say):—*

(1) *All works by this Order authorised, where the same will be made upon, across or over any bridge or other work belonging to the protected company, shall be executed so as not to interfere with the structure of any such bridge or other work and according to plans, sections and specifications to be previously submitted to and approved by the protected company (such approval not being unreasonably withheld). All such works shall be executed and thereafter maintained according to the plans, sections and specifications so approved and under the superintendence if such superintendence shall be given and to the reasonable satisfaction of the protected company.*

(2) *If in consequence of the existence or user of the railway it becomes necessary that any bridge of the protected company should be strengthened the protected company shall give notice to the* company *and may after fourteen days from the date of the notice (or forthwith in case of emergency) proceed with all due despatch to execute all such works as may be reasonably necessary but in all things at the expense of the* company *and the protected company may recover from the* company *all moneys reasonably expended by them in the execution of such works as aforesaid.*

(3) *The* company *shall on demand pay to the protected company the reasonable expense of the employment by the protected company during the execution or repair by the* company *under this Order of any work affecting any bridge, railway, canal or other work belonging to the protected company of a sufficient number of inspectors, watchmen and signalmen to be appointed by the protected company for preventing all interference, obstruction, danger and accident from any of the operations, acts*

or defaults of the company *or their contractors or of any person in the employ of either of them or otherwise.*

(4) *The* company *shall not in any manner in the execution, maintenance or repair of any of their works obstruct or interfere with the free, uninterrupted and safe user of any railway, canal or other work belonging to the protected company or any traffic thereon.*

(5) *The* company *shall be responsible for and make good to the protected company all losses, damages and expenses which may be occasioned to the protected company by or by reason of the execution or failure of any of the intended works or by or by reason of any act or omission of the* company *or their contractors or of any person in the employ of either of them and the* company *shall effectually indemnify the protected company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission.*

(6) *If the protected company shall hereafter require to widen, lengthen, strengthen, re-construct, alter or repair any bridge belonging to or maintainable by them or the approaches thereto or to widen or alter their railway or canal or to lift or support any such bridge the* company *shall afford to the protected company all reasonable and proper facilities for those purposes or any of them and if the protected company shall find it necessary for any such purposes that the working or user of any portion of the railway upon such bridge or approaches shall be wholly or in part stopped or delayed or that such portion of the railway shall be wholly or in part taken up or removed and the protected company shall give to the* company *seven days' notice in writing (or in case of emergency such notice as may be reasonably practicable) requiring such stoppage, delay, taking up or removal then the working or user of such portion of the railway shall be stopped or delayed or such portion of the railway shall be taken up or removed as stated in such notice at the reasonable expense of the* company *and under their superintendence if they shall give such superintendence but the working or user of such portion shall not be stopped or delayed for a longer period than may be*

absolutely necessary for effecting such purposes as aforesaid and such portion of the railway shall be restored with all possible despatch and the protected company shall not be liable for any compensation, claims, damages or expenses in respect of such stoppage, delay or taking up or removal as aforesaid.

(7) *Any additional expense in the maintenance of any such bridge or other work occasioned to the protected company by the construction or user of the railway shall be borne by the* company.

(8) *The protection afforded to the protected company by this section shall not extend to the case of any interference with the wires, lines and apparatus of the protected company or the currents therein to which the section of this Order of which the marginal note is "Special provisions as to use of electric power as motive power" applies, but the protected company shall not by reason of being specially protected as regards other matters under this section lose as regards any such interference any protection to which they are otherwise entitled.*

(9) *If any difference arises under this section between the* company *and the protected company that difference shall be referred to arbitration under this Order.*

For the protection of certain tramway authorities.

36b.—(1) *The* company *shall give to the Mayor, Aldermen and Burgesses of the Borough of —— and to the —— Urban District Council (in this section referred to as "the authorities") not less than fourteen days' notice of any works required to be carried out for the purpose of effecting any junction of the railway with the existing tramways in the urban district of —— or for the purpose of making, maintaining, altering or renewing any points or crossings in connection therewith and with such notice plans, sections and specifications of the proposed works shall be submitted to and approved by the authorities or in case of difference between them or either of them and the* company *by arbitration under this Order: Provided that if the authorities do not within fourteen days after service of the notice signify to the* company *any objections thereto they shall be taken to have approved them.*

(2) *The* company *shall execute and thereafter maintain such works in accordance with the plans, sections and specifications*

approved as aforesaid to the reasonable satisfaction of the authorities and any difference arising in respect of such satisfaction shall be referred to arbitration under this Order (*u*).]

Danger from breaking or falling wires.

37. *As ante, p.* 767.

Provision as to gas and water companies, &c.

38. For the purposes of making, forming, laying down, maintaining, repairing or renewing the railway the *company* may, where and as far as it is necessary or may appear expedient for the purpose of preventing frequent interruption of the traffic by repairs or works in connection with the same, alter the position of any mains, pipes or apparatus for the supply of gas or water or any tubes, wires or apparatus for telegraphic or other purposes subject to the provisions of this Order and also subject to the following restrictions (that is to say):—

(1) Before laying down or altering as aforesaid the railway in a road or place in which any such mains, pipes, tubes, wires or apparatus (hereinafter in this section referred to as "mains or apparatus") may be laid the *company* shall, whether they contemplate altering the position of any mains or apparatus or not, give seven days' notice to the company, body or person to whom such mains or apparatus may belong or by whom they are controlled (hereinafter in this section referred to as "the owners") of their intention to lay down or alter the railway and shall at the same time deliver a plan and section of the proposed work. If it should appear to the owners that the laying down or alteration of the railway as proposed would endanger any such mains or apparatus or interfere with or impede the supply of water or gas or the telegraphic or other communication the owners may give notice to the *company* to lower or otherwise alter the position of the said mains or apparatus in such manner as may be considered necessary and all alterations to be made under this section shall be made with as little detriment and inconvenience to the owners or to the inhabitants of the district as the circumstances will admit and under the superintendence of the owners if they think fit to attend after receiving not less than

(*u*) To deal with interference otherwise than by a junction parts of sect. 36a above may be adapted.

forty-eight hours' notice for that purpose, which notice the *company* are hereby required to give;

(2) The *company* shall not remove or displace any mains or apparatus or other works belonging to or controlled by the owners or do anything to impede the passage of water or gas or the telegraphic or other communication into or through such mains or apparatus without the consent of the owners or in any other manner than the owners shall approve until good and sufficient mains or apparatus and other works necessary or proper for continuing the supply of water or gas or telegraphic or other communications as sufficiently as the same was supplied by the mains or apparatus proposed to be removed or displaced shall at the expense of the *company* have been first made and laid down in place thereof and ready for use and to the satisfaction of the owners;

(3) The *company* shall not lay down any such pipes contrary to the regulations of any Act of Parliament relating to the owners or relating to telegraphs and shall lay down any water main or water pipe if so required by the owners at a depth not less than that at which it was previously laid and unless otherwise agreed between the *company* and the owners in every case so as to leave a covering of at least thirty inches from the surface of the road above such main or pipe;

(4) The *company* shall make good all damage done by them to property belonging to or controlled by the owners and shall make full compensation to all parties for any loss or damage which they may sustain by reason of any interference with such property or with the private service pipes of any person supplied by the owners with water or gas;

(5) If by any such operations as aforesaid the *company* interrupt the supply of water or gas in or through any main or main pipe they shall be liable to a penalty not exceeding twenty pounds for every day upon which such supply shall be so interrupted;

(6) Any works to be executed pursuant to this section in relation to the lowering or altering the positions of any mains or apparatus shall if the owners so desire be

executed by them at the reasonable expense of the *company* and in that case the owners shall within seven days of receiving notice from the *company* as aforesaid give notice of their intention so to execute such work and shall commence execute and complete the same with all reasonable despatch;

(7) Any difference arising under this section between the *company* and the owners shall be referred to arbitration under this Order;

(8) Nothing in this section shall apply in the case of any electric lines or works of any undertakers the position of which may be altered under section 15 of the Electric Lighting Act, 1882 (*v*).

For protection of sewers, &c.

39.—(1) Where the railway will interfere with any sewer, drain, watercourse, subway, defence or work or will affect the sewerage or drainage of any district the *company* shall give to the proper authority [*if other than the corporation*] (*w*) fourteen days' notice in writing of their intention to commence the railway with all necessary particulars relating thereto and they shall not commence the same without the approval of such authority unless such authority fail to signify their approval or disapproval or give other directions within the said period of fourteen days.

(2) The *company* shall comply with all reasonable directions of the said authority and shall provide in such manner as such authority shall reasonably require for the protection of the said sewers and works and shall repay to the said authority any reasonable expenses to which they may be put by reason of the railway.

(3) All such protective works shall be done by the *company* under the superintendence (if such superintendence shall be given) of the said authority or may be executed by the said authority if they shall so desire at the reasonable expense of the *company*. If such authority intend to execute such works themselves they shall, where they have received such notice as aforesaid from the *company*, within fourteen days after such receipt give to the *company* notice accompanied by sufficient particulars of that intention

(*v*) 45 & 46 Vict. c. 56. The section provides for the removal, on terms, by undertakers of the apparatus of other persons and authorities, and *vice versâ*.

(*w*) Omit where the promoters are not a local authority.

and shall commence, execute and complete the works with all reasonable despatch.

(4) If any difference arises under this section between the *company* and any authority that difference shall be referred to arbitration under this Order.

Right of access to sewers, &c.

40. Any local or road authority [*if other than the corporation*] shall in the case of any road on which the railway is laid have at all times free access to and communication with all their sewers and drains and power to lay lateral and private drains to communicate therewith without the consent or concurrence of the *company*.

Rights of authorities and companies, &c. to open roads.

41.—(1) Nothing in this Order shall take away or abridge any power to open or break up any road or the footpath of any road along or across which the railway is laid or any other power vested in any local or road authority (*x*) for any of the purposes for which such authority is respectively constituted or in any company, body or person for the purpose of laying down, repairing, altering or removing any pipe or apparatus for the supply of gas or water or any tubes, wires or apparatus for telegraphic or other purposes, but in the exercise of such power every such local and road authority [*other than the corporation*](*y*), company, body or person shall be subject to the following restrictions (that is to say):—

(a) They shall cause as little detriment or inconvenience to the *company* as circumstances will admit;

(b) Before they commence any work whereby the traffic on the railway will be interrupted they shall (except in cases of urgency, when no notice shall be necessary) give to the *company* notice of their intention to commence such work, specifying the time at which they will begin to do so, such notice to be given eighteen hours at least before the commencement of the work;

(c) They shall not be liable to pay to the *company* any compensation for injury done to the railway by the execution of such work or for loss of traffic occasioned thereby or for the reasonable exercise of the powers so vested in them as aforesaid;

(*x*) It is proposed to add here "or sewerage or drainage authority."

(*y*) Omit where the promoters are not a local authority.

(d) Whenever for the purpose of enabling them to execute such work the local authority or the road authority shall so require the *company* shall either stop traffic on the portion of the railway to which the notice shall refer where it would otherwise interfere with such work or shore up and secure the same at their own risk and cost during the execution of the work there: Provided that such work shall be completed with all reasonable despatch;

(e) No such authority, company, body or person shall execute such work so far as it immediately affects the railway except under the superintendence of the *company* unless the *company* refuse or neglect to give such superintendence at the time specified in the notice for the commencement of the work or discontinue the same during the progress of the work and they shall execute such work at their own expense and to the reasonable satisfaction of the *company:* Provided that any additional expense imposed on them by reason of the existence of the railway in any road or place where any such mains, pipes, tubes, wires or apparatus belonging to them shall have been laid before the construction of the railway shall be borne by the *company*.

(2) If any difference arises under this section between the *company* and any such authority, company, body or person that difference shall be referred to arbitration under this Order.

As to subsidence of road.

[41a. *A local or road authority shall not be responsible to the company for any damage sustained by the company in consequence of any road subsiding after the construction or re-laying of any sewer, drain, gas or water main or any other pipes and apparatus has been completed and the ground above the same filled in, provided such work shall have been executed with all care and in a proper and workmanlike manner. If any difference arises as to the mode in which the work is executed that difference shall be referred to arbitration under this Order.*]

As to manholes.

42. Where the railway is constructed or intended to be constructed or reconstructed over any manhole or entrance into any sewer of a local authority or so close to such manhole or entrance as to make the use thereof dangerous the *company* shall at their own expense if required by the local authority [*and if in the*

district of any local authority or upon any road under any road authority other than the corporation upon being required by such authority so to do] alter the position of such manhole or entrance in such manner as may be reasonably necessary and [*if in such district or upon such road as may also be*] approved by the local [*such*] authority or the local [*such*] authority may at their own option at the reasonable expense of the *company* make such alteration in the position of such manhole or entrance. If such authority intend to execute such works themselves they shall commence, execute and complete the same with all reasonable despatch and in any case where the railway is already constructed they shall give to the *company* not less than forty-eight hours' notice before they commence the works. If any difference arises under this section between the *company* and *the* [*any*] local authority that difference shall be referred to arbitration under this Order.

Agreements with adjoining owners, &c.

Penalty unless the railway is opened within the limited time.

43. *As ante, p.* 767.

44, 45. *As ante, p.* 767, *compensation for road authorities being added* (*z*).

Application of penalty.

Inspection by Board of Trade.

46. The railway shall not nor shall any part thereof be opened for public traffic until the same has been inspected and certified to be fit for such traffic by the Board of Trade.

Provisions as to Working.

Power for *company* to use railway with flange-wheeled carriages, &c.

47. The *company* may use on the railway carriages with flange wheels or wheels suitable only to run on the rails of the railway and subject to the provisions of this Order the *company* shall have the exclusive use of the railway for carriages with flange wheels or other wheels suitable only to run on the rails of the railway: Provided that no carriage or engine used on the railway shall exceed six feet six inches in width or such other width as may be prescribed by the Board of Trade.

Penalty for persons using railway with flange-wheeled carriages, &c.

48. If any person (except [*under a lease from or*] (*a*) by agreement with the *company* or otherwise as by this Order provided) uses the railway or any portion thereof with carriages having flange wheels or other wheels suitable only to run on the rails of

(*z*) These two sections are only inserted where a deposit has not to be made. Thus they will be inserted where the promoters are a local authority.

(*a*) Omit where a local authority are not promoters.

the railway such person shall for every such offence be liable to a penalty not exceeding twenty pounds.

Traffic upon railway.

49. The railway may be used for the purpose of conveying passengers, goods, minerals, parcels and animals.

Service of passenger cars.

50. The *company* shall at all times after the opening of the railway or any portion thereof for public traffic provide such service of cars as may be reasonably required in the public interests and the *company* shall be liable to a penalty not exceeding five pounds for every day on which they fail to comply with the provisions of this section. Any difference which may arise as to the service of cars required in the public interests may be determined on the application of the company or of any [*other*](*b*) local authority or of not less than twenty ratepayers of any district in which the railway is situate by the Board of Trade, whose decision shall be final.

Waiting-rooms for passengers.

[50a. *The company shall if and so long as required by any local authority provide and maintain a waiting-room for passengers in the district of such local authority in a situation on the route of the railway to be approved by the local authority.*]

As to removal of snow, &c.

51. If the *company* at any time find it necessary or desirable to remove snow or other matter impeding the traffic on the railway [*where it is laid in any road of which the corporation are not the road authority*] (*b*) the *company* shall at their own expense remove the snow or other matter to the side of the road but so as not to impede or obstruct the ordinary traffic on the road and the *company* shall not use salt or other unsuitable material for thawing the snow on any road: Provided that any dirt or other matter removed by the *company* from the grooves of the rails of the railway shall not be allowed to remain on the road but shall be at once taken away by the *company* (*c*).

Saving for power to regulate traffic on roads.

52. Nothing in this Order shall limit the powers of any local authority, road authority or police to regulate the passage of any traffic along or across any road along or across which the railway is laid and such authority or police may exercise their authority as well on as off the railway and with respect as well to the traffic of the *company* as to the traffic of other persons.

(*b*) Omit where the promoters are not a local authority.

(*c*) See *Ogston* v. *Aberdeen District Tramways Co.*, [1897] A. C. 111. See also *City of Montreal* v. *Montreal Street Railway*, [1903] A. C. 482.

Local authorities and road authorities may use railway for certain purposes.

53. Subject to the provisions of this Order and of any regulations made under this Order by the Board of Trade and of any by-laws for the time being in force with respect to the railway any local authority or road authority [*other than the corporation*] (*d*) may at such times and in such manner as they think fit between the hours of twelve at night and five in the morning but so as not to unduly impede, obstruct or interfere with the ordinary traffic on the railway, and after giving due notice to the *company* of their intention so to do, use the railway within their district [*or upon any road under their jurisdiction*] (*d*) by carriages having flanged or suitable wheels and moved by horses or otherwise for the removal of night soil and house refuse and for the conveyance of scavenging stuff, road, metal and other materials required by the works of such authority free of all tolls and charges in respect of such use. Subject as aforesaid any such authority may enter into agreements with the *company* for the purposes of this section and such authority shall have power to form connections between the railway and any yards or works belonging to such authority provided that in the construction of any such connection no damage shall be done to the railway and they shall have first submitted to the *company* plans showing such connections or works and the mode of constructing the same and if any difference arises as to such plans or the mode of constructing such works that difference shall be referred to arbitration under this Order: Provided that such authority shall not, save by agreement with the *company*, be entitled to use or employ for such purposes any carriages, trucks, horses, electric current or other motive power or officers and servants of the *company*: Provided also that such authority shall indemnify the *company* against any damage done to the permanent way by such use.

Temporary railways may be made where necessary.

54.—(1) Where by reason of the execution of any work affecting the surface or soil of any road along which the railway is laid it is in the opinion of [*the corporation or of the road authority where the corporation are not*] (*e*) the road authority necessary or expedient temporarily to remove or discontinue the use of the railway the *company* may (with the approval of the Board of Trade subject to such conditions and requirements as the [*such*] road authority may with the like approval impose) construct and

(*d*) Omit where a local authority are not promoters.

(*e*) Insert the words in brackets where a local authority are promoters.

maintain in the same or any adjacent road so long as occasion may require a temporary railway or temporary railways in place of the railway removed or discontinued.

(2) If any difference arises between the *company* and the road authority as to the mode of constructing any temporary railway that difference shall be referred to arbitration under this Order.

Running powers by agreement.

[54a. *The company may by agreement with the - --Tramways Company Limited or other the owners at any time of any of the tramways or any portion thereof belonging to that company at the commencement of this Order (in this section referred to as "the owners") enter upon, run over and use with their engines, carriages and servants for the purposes of traffic of all kinds the whole or any part of the tramways owned or worked by the owners together with all stables, carriage-sheds, offices, warehouses, stations, sidings, junctions, machinery, works and conveniences of or connected therewith: Provided that—*

(*a*) *An agreement made under this section by any owner of the tramways shall not affect any local authority purchasing the tramways under section* 43 *of the Tramways Act* 1870*; and*

(*b*) *The terms and conditions upon which the powers conferred by this section are agreed to be exercised and the tolls or other considerations to be paid therefor shall be subject to the approval of the Board of Trade.*]

Working agreements.

[54b.—(1) *Subject to the provisions of this Order the company on the one hand and the —— Tramways Company Limited or other the owners at any time of any of the tramways or any portion thereof now belonging to them on the other hand may enter into and carry into effect and rescind contracts, agreements and arrangements with respect to the following purposes or any of them (that is to say):—*

Or, *Subject to the provisions of this Order the corporation may enter into, carry into effect and rescind agreements with respect to the following purposes or any of them (that is to say):—*

Or, *Subject to the provisions of this Order the corporation on the one hand and the authority of any district adjoining the borough and owning or working light railways or tramways connected with the railway, after deciding to do so by a special resolution, or any company owning or working any such light railways or tramways in any such district on the other hand may*

enter into, carry into effect and rescind agreements with respect to the following purposes or any of them (that is to say):—

The use, working, management and maintenance by any such authority or company as aforesaid of the railway and the running over of any such light railways and tramways on the one hand or of the railway on the other hand or any part thereof respectively or any works connected therewith respectively and the employment of officers and servants;

The supply and maintenance under and during the continuance of any agreement for any light railways or tramways of the contracting parties being worked and used by the other of them of stock and plant necessary for the purpose of such agreement;

The payments to be made and the conditions to be performed with respect to the matters aforesaid;

The management, regulation, interchange, collection, transmission and delivery of traffic upon or coming from or destined for the light railways or tramways of either contracting party;

The fixing, collection, payment, appropriation, apportionment and distribution between the contracting parties of the rates, income and profits levied, taken or arising from the light railways or tramways and works of the contracting parties or any part thereof;

but an agreement made under this section shall not affect any local authority purchasing the tramways or any portion thereof under section 43 *of the Tramways Act* 1870 (*f*).

(2) *Any such agreement shall be submitted to and shall be subject to the approval of the Board of Trade.*

Or, *Any such agreement shall be submitted to and shall be subject to the approval of the Board of Trade and if the agreement be made with any local authority, company or person working but not owning a light railway or tramway affected thereby notice of the proposed agreement and of the terms thereof shall be given by such authority, company or person to the owner at least twenty-eight days before the agreement is submitted to the Board of*

(*f*) Omit this sentence in the case of local authorities.

Trade and before giving their approval the Board of Trade shall consider any objections which such owner may lay before them.]

Power to enter into agreements with respect to traffic, &c.

55. The *company* or any authority, company or person using the railways or any portion thereof under the authority of this Order may with the consent of the Board of Trade but subject to the provisions of this Order enter into agreements with any company or person with respect to the receiving from or forwarding to any such company or person any passengers, goods, minerals, parcels or animals and the fixing, collecting and apportionment of tolls, charges or other receipts arising in respect of such traffic.

Motive power.

56. The carriages used on the railway may be moved by animal power or by mechanical power subject to the following provisions (that is to say)—

(a) No mechanical power shall be used except with the consent of and according to a system approved by the Board of Trade;

(b) No animal power nor mechanical other than electric power shall be used except with the consent of the local authority and of the [*any*] road authority [*other than the corporation with respect to any portion of the railway within the district of such local authority or upon any road under such road authority*] but that consent in the case of animal power shall not be unreasonably withheld and any difference which arises as to whether such consent is unreasonably withheld shall be referred to arbitration under this Order (*g*).

Board of Trade regulations.

57.—(1) The Board of Trade shall make regulations (in this Order referred to as "Board of Trade general regulations") for securing to the public and to passengers all reasonable protection against danger arising from the use under this Order of mechanical power on the railway and in particular may by those regulations make provision for all or any of the following purposes (that is to say)—

For regulating the rate of speed to be observed in travelling on the railway;

For regulating the number of carriages which may be run upon the railway coupled together;

(*g*) Insert the words in brackets where a local authority are promoters.

For regulating the use of any bell, whistle or other warning apparatus fixed to the engines or carriages;

For regulating the lights which the *company* shall fix and maintain on or in the trains or carriages used on the railway;

For regulating the dimensions, form and mode of construction of carriages;

For regulating the emission of smoke or steam from engines used on the railway;

For requiring the provision of brakes and other fittings, including fenders and cow-catchers, on the engines used on the railway;

For providing that engines and carriages shall be brought to a stand at any special points or under any special circumstances;

For regulating the entrance to, exit from and accommodation in the carriages used on the railway and the protection of passengers from the machinery of any engine used for drawing or propelling such carriages;

For providing for the due publicity of all Board of Trade regulations (whether general or special) and of all by-laws in force in relation to the railway by exhibition of the same in conspicuous places on the carriages and elsewhere.

(2) The Board of Trade shall make regulations (in this Order referred to as "Board of Trade special regulations") for regulating the use of electric power on or in connection with the railway and in particular shall by those regulations make provision with respect to such matters as are to be prescribed or provided for under the special provisions of this Order as to the use of electric power as motive power.

(3) If the Board of Trade are of opinion—

(a) that the *company* have made default in complying with the provisions of this Order or of the Board of Trade general or special regulations, whether a penalty in respect of such non-compliance has or has not been recovered, or

(b) that the use of any mechanical power as authorised under this Order is a danger to the passengers or the public,

they may by order either direct the *company* to cease to use such

power or permit the use thereof to be continued only subject to such conditions as the Board of Trade may impose, and the *company* shall comply with every such Order.

(4) If the *company* use mechanical power on the railway contrary to the provisions of this Order or of the Board of Trade general or special regulations or refuse or neglect to comply with any Order made under this section they shall for every such offence be liable to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which the offence is continued after conviction thereof.

(5) Any person owning, working or running carriages over the railway shall be subject to the provisions of this section (including the penal provisions thereof) in the same manner and to the same extent as the *company*.

Special provisions as to use of electric power as motive power.

58. The following additional provisions shall apply to the use of electric power under this Order unless such power is entirely contained in and carried along with the carriages (that is to say):—

(1) The *company* shall employ either insulated returns or uninsulated metallic returns of low resistance;

(2) The *company* shall take all reasonable precautions in constructing, placing and maintaining their electric lines and circuits and other works of all descriptions and also in working the undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes, structures or substances or to interfere with the working of any wire, line or apparatus used for the purpose of transmitting electric power or of telegraphic, telephonic or electric signalling communication or the currents in such wire, line or apparatus;

(3) The electric power shall be used only in accordance with the Board of Trade general or special regulations and in such regulations provision shall be made by the Board of Trade special regulations for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes, structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric wires, lines and apparatus of other parties and the currents therein, whether such lines do or do not use the earth as a return;

(4) The *company* shall be deemed to take all reasonable precautions against interference with the working of any wire, line or apparatus if and so long as they adopt and employ at the option of the *company* either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires, lines and apparatus of other parties and the currents therein as may be prescribed by the Board of Trade special regulations and in prescribing such means the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking;

(5) At the expiration of two years from the commencement of this Order the provisions of this section shall not operate to give any right of action in respect of injurious interference with any electric wire, line or apparatus or the currents therein unless in the construction, erection, maintaining and working of such wire, line and apparatus all reasonable precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents;

(6) If any difference arises between the *company* and any other party with respect to anything hereinbefore in this section contained that difference shall be referred to arbitration under this Order;

(7) In this section the expression "the *company*" includes any company or person owning, working or running carriages over the railway (*h*).

Power of local [*road*] authority to make by-laws.

59. Subject to the provisions of this Order—

The local authority of any district [*the road authority over any road*] (*i*) in which any part of the railway is laid may make by-laws as to the following matters:—

The rate of speed to be observed in travelling upon such part of the railway;

(*h*) In proper cases a clause as to interference with Government laboratories, &c. will be added.

(*i*) These words are usually substituted where the promoters are a local authority.

The distances at which carriages using such part of the railway shall be allowed to follow one after the other;

The stopping of carriages using such part of the railway;

The traffic on the road in which such part of the railway is laid;

For regulating the placing and fixing on the carriages of advertisement boards and placards and notices and the removal thereof if the same are unsafe, unsightly or inconvenient;

For preventing overcrowding of the carriages;

The conditions under which heavy goods traffic may be loaded on and unloaded off the railway on any road on which such part of the tramway is laid;

For regulating the hours for the conduct of any traffic other than that of passengers and small parcels.

General provisions as to by-laws.

60. Within one month after the making of any by-law by a local [*road*] authority under this Order notice thereof and a copy of the by-law shall be published by the local [*road*] authority making the same once at least in each of two successive weeks in some one and the same local newspaper circulating in the area in which the part of the railway affected by such by-law is situate and a copy of every such by-law shall be sent to the Board of Trade and [*if made by any authority other than the corporation*] shall be delivered to the *company*.

No such by-law shall have any force or effect unless and until it has been allowed by the Board of Trade.

Any such by-law may impose reasonable penalties for offences against the same not exceeding forty shillings for each offence with or without further penalties for continuing offences not exceeding for any continuing offence ten shillings for every day during which the offence continues after conviction thereof but all such by-laws shall be so framed as to allow in every case part only of the maximum penalty being ordered to be paid:

Provided that the provisions of this Order relating to the making of such by-laws with respect to the rate of speed to be observed in travelling on the railway shall not authorise the local [*road*] authority to make any by-law sanctioning a higher rate of speed than that authorised by the Board of Trade general regulations but the local [*road*] authority may if they think fit

make by-laws under this Order for restricting the rate of speed to a lower rate than that so authorised (*k*).

For the protection of the Postmaster-General.

61. *As ante, p. 775. But at the end of sub-sect.* (*a*) *the following words are added:*—" and in case any such alteration be made a telegraphic line of the Postmaster-General shall not be altogether removed from any highway (including the unmetalled or waste land by the side of the highway) without his consent."

Rates, &c.

Rates authorised.

62. The *company* may demand and take in respect of the railway rates and charges not exceeding the sums hereinafter specified subject and according to the regulations in that behalf hereinafter contained.

Rates for passengers.

63. Subject to the provisions of this Order the *company* may demand and take for every passenger travelling upon the railway or any portion thereof including every expense incidental to the conveyance of such passenger any rates or charges not exceeding one penny per mile and in computing the said rates and charges a fraction of a mile shall be deemed a mile but the *company* may charge for any distance exceeding half-a-mile and not exceeding two miles any sum not exceeding twopence.

A list of all rates and charges authorised to be taken for passengers shall be exhibited in a conspicuous place inside each of the carriages used upon the railway.

As to fares on Sundays and holidays.

64. It shall not be lawful for the *company* or any company or person working or using the railway to take or demand on Sunday or any bank or other public holiday any higher rates or charges for passengers than those levied by them on ordinary week days.

Passengers' luggage.

65. Every passenger travelling upon the railway may take with him his personal luggage not exceeding twenty-eight pounds in weight without any charge being made for the carriage thereof but all such personal luggage must be carried by hand and at the responsibility of the passenger and must not be placed so as to occupy any part of a seat and must not be of a form or description to annoy or inconvenience other passengers.

Tolls for use of railway.

66. The *company* may subject to the provisions of this Order

(*k*) The words in brackets are used where the promoters are a local authority.

demand and take for the use of the railway by any other company or person such reasonable tolls as they think fit.

Cheap fares for labouring classes.

67.—(1) The *company* at all times after the opening of the railway for public traffic shall run a proper and sufficient service of carriages for artisans, mechanics and daily labourers each way every morning and every evening (Sundays, Christmas Day and Good Friday excepted) at such times not being later than eight in the morning or earlier than five in the evening respectively as may be most convenient for such workmen going to and returning from their work at fares not exceeding one halfpenny for every mile or fraction of that distance: Provided that on Saturdays the *company* instead of running such carriages after five in the evening shall run the same at such times between noon and two in the afternoon as may be most convenient for the said purposes.

(2) If complaint is made to the Board of Trade that such proper and sufficient service is not provided the Board after considering the circumstances of the locality may by order direct the *company* to provide such service as may appear to the Board to be reasonable.

(3) The *company* shall be liable to a penalty not exceeding five pounds for every day during which they fail to comply with any order under this section.

Rates for goods, &c.

68. The *company* may demand and take in respect of any goods, animals or things conveyed by them on the railway including every expense incidental to the conveyance any rates or charges not exceeding those specified in the [*First*] Schedule to this Order according to the regulations contained therein.

Payment of rates and charges.

69. The rates and charges by this Order authorised shall be paid to such persons and at such places upon or near to the railway and in such manner and under such regulations as the *company* may by by-law under this Order appoint and all such rates and charges may be recovered as a civil debt in manner provided by the Summary Jurisdiction Acts.

Periodical revision of rates and charges.

70. If at any time after three years from the opening for public traffic of the railway or after three years from the date of any order made in pursuance of this section in respect of the railway or any portion thereof it is represented in writing to the Board of Trade by the local authority of any district in which the railway or such portion of the railway is wholly or partially

situate or by twenty ratepayers of any such district or by the company [or, *by the local authority other than the corporation or by twenty ratepayers of any district in which any portion of the railway is situate or by the corporation*] (*l*) that under the circumstances then existing all or any of the rates and charges on the railway should be revised the Board of Trade may (if they think fit) direct an inquiry to be held by a referee to be appointed by the said Board in accordance with the provisions of this Order. If such referee reports that it has been proved to his satisfaction that all or any of such rates and charges should be revised the said Board may make an order altering, modifying, reducing or increasing the same in such manner as they think fit and thenceforth such order shall be observed until the same is revoked or modified by an order of the Board of Trade made in pursuance of this section: Provided that the rates and charges prescribed by any such order shall not exceed in amount the rates and charges by this Order authorised.

CAPITAL (*m*).

71, 71a, 72—76. *As ante, p.* 780, *sections* 44, 44a, 45—47, 48, 49.

Company not to create debenture stock.

77. The *company* shall not create debenture stock in respect of any money authorised to be borrowed under this Order.

Mortgages to comprise purchase-money paid on sale to local authority.

78. Every mortgage of the undertaking shall be deemed to comprise all purchase-money which may be paid to the *company* in the event of a sale to a purchasing authority under the sections of this Order of which the marginal notes are respectively "Powers of local authority to purchase in event of cesser of powers of company" and "Future purchase of undertaking by local authorities."

Endorsement of notice of future purchase by local authority.

79. Every mortgage deed granted by the *company* under this Order shall be endorsed with notice that such mortgage will not be a charge upon the railway or the undertaking in the event of their being purchased by a purchasing authority under the sections of this Order of which the marginal notes are respectively "Powers of local authority to purchase in event of cesser of powers

(*l*) Substitute these words where a local authority are promoters.

(*m*) The following set of sections is inserted where required.

of *company*" and "Future purchase of undertaking by local authorities."

Application of moneys.

80. All moneys raised by the *company* under this Order, whether by shares, stock or borrowing, shall be applied only for the purposes of this Order to which capital is properly applicable.

Interest on calls not to be paid out of capital.

81. No interest or dividend shall be paid out of any share or loan capital which the *company* are by this Order or any Act of Parliament authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him, but nothing in this Order shall prevent the *company* from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845 (*n*).

Deposits not to be paid for out of capital.

82. The *company* shall not out of any money by this Order authorised to be raised pay or deposit any sum which by any Standing Order of either House of Parliament or by any rule of the Board of Trade now or hereafter in force may be required to be deposited in respect of any application to Parliament or to the Light Railway Commissioners for the purpose of obtaining an Act or Order authorising the *company* to construct any other railway or to execute any work or undertaking.

Discontinuance of Railway.

Railway to be removed in certain cases.

83.—(1) If at any time it is proved to the satisfaction of the Board of Trade that the working of the whole or any part of the railway has been discontinued for three months (such discontinuance not being occasioned by circumstances beyond the control of the *company*, for which purpose the want of sufficient funds shall not be considered a circumstance beyond their control), the said Board if they think fit may by order declare that the powers of the *company* in respect of the whole or such part of the railway shall from the date named in such order cease and the said powers shall accordingly cease except in so far as the same may be transferred to any authority purchasing any part of the undertaking under the powers hereinafter contained.

(2) Where under any such order the said powers have ceased

(*n*) Sometimes, however, a clause in the form of sect. 52, *ante*, p. 782, is substituted.

and determined the road authority of any district in which the railway or part of the railway in the said order mentioned is wholly or partially situate may with the sanction of the Board of Trade remove the railway or such part thereof and the *company* shall pay to the road authority the expenses of such removal and of the making good of the road by the road authority as certified by the clerk or surveyor of the road authority.

[Or, (1) *If at any time it is proved to the satisfaction of the Board of Trade that the working of the whole or any part of the railway has been discontinued for three months (such discontinuance not being occasioned by circumstances beyond the control of the corporation) the said Board if they think fit may by order declare that the powers of the corporation in respect of the whole or such part of the railway shall from the date named in such order cease and the said powers shall accordingly cease except so far as the powers in respect of the part of the railway outside the borough may be transferred to the local authority under the powers hereinafter contained.*

(2) *Where under any such order as aforesaid or under any provision of this Order the powers of the corporation under this Order as regards the railway or any part thereof have ceased, the road authority over any road of which the corporation are not the road authority and in which the railway or part of the railway in such order mentioned or as regards which the powers of the corporation have ceased is laid may with the sanction of the Board of Trade remove the railway or such part thereof and the corporation shall pay to such road authority the expenses of such removal and of the making good of the road by the road authority as certified by the clerk or surveyor of the road authority.*]

(3) If the *company* fail to pay the amount so certified within one month after delivery to them of such certificate or a copy thereof the road authority may without any previous notice to the *company* (but without prejudice to any other remedy which they may have for the recovery of the amount) sell and dispose of the materials removed in such manner as the road authority may think fit and may out of the proceeds of such sale pay and reimburse themselves the amount of the expenses certified as aforesaid and of the costs of sale and the balance (if any) of the proceeds of the sale shall be paid over by the road authority to the *company*.

Insolvency of Company (*o*).

84. If at any time after the opening for public traffic of the railway or any part thereof it appears to the road authority over any road upon which the railway is laid that the *company* are insolvent so that they are unable to maintain the same or work the same with advantage to the public and such authority makes a representation to that effect to the Board of Trade, the Board of Trade may direct an inquiry to be held by a referee appointed by the said Board in accordance with the provisions of this Order. If such referee reports that it has been proved to his satisfaction that the *company* are so insolvent as aforesaid the Board of Trade may by order declare that the powers of the *company* shall from the date named in the order cease and the said powers shall accordingly cease except so far as the same may be transferred to any local authority purchasing the undertaking or any part thereof under the powers hereinafter contained. **Proceedings in case of insolvency of *company*.**

Where under any such order the said powers have ceased such road authority may remove the railway or part of the railway upon such road in like manner and subject to the same provisions as to the payment of the expenses of such removal and to the same remedy for recovery of such expenses in every respect as in cases of removal under the last preceding section.

Purchase and Sale of Railway.

[84a. *For the purposes of this Order the purchasing authorities are as respects the part of the undertaking within the borough of —— the corporation, as respects the part of the undertaking within the borough of —— the mayor, aldermen and burgesses of the borough of —— (hereinafter called "the —— Corporation") and as respects the part of the undertaking within the rural district of —— the county council*] (*p*). *Purchasing authorities.*

85. Where an order has been made by the Board of Trade for the cesser of the powers of the *company* either in the case of discontinuance or of insolvency as aforesaid or where the powers of the *company* under this Order as regards the railway or any part **Power of local authority to purchase in event of cesser of powers of *company*.**

(*o*) Only inserted, of course, where a company is promoting, whether formed by the Order or not.

(*p*) This section will be inserted where the general words of sects. 85 and 86 do not carry out the proposed arrangement, and the following sections must be slightly altered accordingly.

thereof have ceased, the local authority of any district in which the railway or part thereof named in such order or as regards which the powers aforesaid have ceased is wholly or partially situate may at any time before a date to be fixed in each case by the Board of Trade by special resolution decide to purchase the part of the undertaking which is situate in their district and as regards which the powers of the *company* have ceased and if they so decide they shall be entitled to purchase the same on terms of paying a sum equal to the then value, such value to be determined on the basis and in the manner prescribed for the purchase of a tramway by a local authority under sect. 43 of the Tramways Act 1870.

[Or, *Where an order has been made by the Board of Trade for the cesser of the powers of the corporation as regards any part of the railway outside the borough in the case of discontinuance as aforesaid or where the powers of the corporation under this Order as regards any such part have ceased the local authority of any district in which such part of the railway is situate may at any time before a date to be fixed in each case by the Board of Trade by special resolution decide to purchase the said part of the railway and if they so decide they shall be entitled to purchase the same on terms of paying a sum equal to the then value, such value to be determined on the basis and in the manner prescribed for the purchase of a tramway by a local authority under sect.* 43 *of the Tramways Act* 1870 (*q*).]

Future purchase of [*part of*] undertaking by local authorities [*authority*].

86.—(1) If within six months after the expiration of a period of —— years from the commencement of this Order or within six months after the expiration of every subsequent period of *seven* years each of the local authorities [*the local authority*] in whose district[*s*] the railway [*the part of the railway outside the borough*] is situate serve notice on the *company* requiring the *company* to sell to them the part of the undertaking within their district in accordance with the provisions of this section then the *company* shall sell to each [*such*] authority the part within their district.

(2) The price to be paid to the *company* by all the local authorities [*the local authority*] for the whole undertaking [*part purchased*] shall be an amount equal to the fair market value of the undertaking [*thereof*] as a going concern but without any allow-

(*q*) As to special resolutions, see sect. 2 of this Order.

ance for compulsory purchase and in case of difference between the *company* and the local authorities [*authority*] as to the total amount to be so paid the difference shall be determined by arbitration under this Order.

(3) The proportion of the total price to be paid by each local authority shall be determined in default of agreement between the local authorities by arbitration under this Order.

(4) A notice to purchase under this section given by a local authority shall not be of any effect unless it is given in pursuance of a special resolution of the authority.

[(5) *A local authority shall not purchase under this section any portion of the railway outside their district (in this section referred to as the outside portion of the railway) unless the purchase of that portion is approved by the Board of Trade.*

(6) *Before approving the purchase the Board of Trade shall—*

(a) *be satisfied that the purchase of the outside portion of the railway by the local authority and if the authority intend to work that portion of the railway the working of that portion of the railway by them is expedient in the interests of their district; and*

(b) *fix a limit of expenditure both with regard to the amount of the purchase-money and the amount (if any) to be expended on the working of the outside portion of the railway the limit so fixed not to exceed in either case such amount as the Board think fit under the circumstances.*

The expenditure of the local authority in purchasing or working the outside portion of the railway shall not exceed in either case the limit so fixed by the Board of Trade (*r*).]

Power of sale.

87. The *company* may at any time with the consent of the Board of Trade sell the undertaking or any part thereof to any company or person or may with the like consent sell so much of the same as is within the district of any purchasing authority to

(*r*) The words in brackets in sub-sects. (1) and (2) will be used where the section is dealing with the sale by a local authority of a part of the railway outside its own district to another local authority. In such a case sub-sect. (3) must be omitted. As to special resolutions, see sect. 2 of this Order.

such authority [*as is outside the borough to the local authority*] and such authority may make such purchase if they shall have decided by special resolution to do so (*s*).

Provisions affecting purchase by local authorities.

88. Where any purchase is made by any local authority under the provisions of this Order the following provisions shall have effect:—

(1) Such arrangements as may be approved by the Board of Trade shall be made for vesting in each local authority the part of the undertaking purchased and for a scheme or schemes for the future maintenance, management and working of the railway [*and the corporation and such local authority shall work the same in conformity therewith*] and the sale shall not take effect until an instrument has been properly executed in a form approved by the Board of Trade for carrying into effect such arrangements.

(2) The local authorities may pay the purchase-money and all expenses incurred by them in relation to such purchase under the authority of this Order in the case of a corporation or of an urban district council out of the like rate and with the like powers to borrow on the security of the same as if such expenses were incurred in applying for, obtaining and carrying into effect a Provisional Order obtained by them under the Tramways Act 1870 and in the case of a rural district council as if such expenses were general expenses incurred in the execution of the Public Health Act 1875 (*t*).

Power of —— County Council to purchase undertaking in event of cesser of powers of council.

[88a. *Where an order has been made by the Board of Trade for the cesser of the powers of the council in the case of discontinuance as aforesaid or where the powers of the council under this Order as regards any part of the railway have ceased, the county council may at any time before a date to be fixed in each case by the Board of Trade by special resolution decide to purchase the undertaking or part thereof in respect of which the*

(*s*) As to the words in brackets, see note to sect. 86.

(*t*) For a county council's expenses, see sect. 88c below. As to the words in brackets, see note to sect. 85.

powers have ceased and if they so decide they shall be entitled to purchase the same on terms of paying a sum equal to the then value, such value to be determined on the basis and in the manner prescribed for the purchase of a tramway by a local authority under section 43 *of the Tramways Act* 1870.

Power of sale.

88b. *The council may at any time with the consent of the Board of Trade sell the undertaking or any part thereof to any company or person or may with the like consent sell the same to the county council if the county council shall have decided by special resolution to make such purchase.*

Provisions affecting purchase by county council.

88c. *Where any purchase is made by the county council under the provisions of this Order the following provisions shall have effect:—*

(1) *Such arrangements as may be approved by the Board of Trade shall be made for vesting in the county council the undertaking or the part thereof purchased and for a scheme or schemes for the future maintenance, management and working of the railway and the county council shall work the same in conformity therewith and the sale shall not take effect until an instrument has been properly executed in a form approved by the Board of Trade for carrying into effect such arrangements.*

(2) *The county council may pay the purchase-money and all expenses incurred by them in relation to such purchase under the authority of this Order as general expenses out of the county fund and such council shall have the like power to borrow for the purposes as if it were one of the purposes specified in section* 69 *of the Local Government Act* 1888 (*u*).]

Effect of sale of undertaking.

89.—(1) When the undertaking or part of the undertaking has been sold under this Order all the rights, powers and authorities and obligations of the *company* in respect of the undertaking or part of the undertaking sold shall (subject to the provisions of this Order and of any such scheme as aforesaid and if and so far as the undertaking is not leased to the *company*) be

(*u*) These last three sections will be used in lieu of 84a—88, where, as is not seldom the case, power is given to a county council to purchase the undertaking of a district council within its county. As to special resolutions, see sect. 2 of this Order.

transferred to, vested in and may be exercised by and shall attach to the respective authorities, companies or persons to whom the same has been sold and in reference to the same they shall be deemed to be the *company*.

[(2) *In the event of a sale under this Order by the corporation of any part of the railway either within the district of which they are the local authority or upon any road of which they are the road authority the same rights, powers and authorities as are under this Order given to any local or road authority other than the corporation with respect to the railway either within the district of or upon roads under the control of such respective authority shall thereupon attach to and become vested in the corporation in respect of the part of the railway sold as aforesaid as if the said rights, powers and authorities had been expressly given to the corporation by this Order in the same way as to any local or road authority other than the corporation and subject to the same terms and conditions, and the provisions of this Order relating to such rights, powers and authorities shall apply and have effect as between the company or person purchasing the part of the railway sold as aforesaid and the corporation in the same way as they apply under this Order between the corporation and any local or road authority other than the corporation*] (*x*).

Lease of Railway by Local Authority.

Power *to local authority* to lease railway.

90.—(1) Where any local authority has under the powers of this Order acquired any part of the undertaking within their district such authority may lease the same [*When the railway has in accordance with this Order been completed the corporation or any authority having under this Order acquired any part of the undertaking may lease the undertaking or the part thereof respectively belonging to the corporation or to such local authority as the case may be*] to any corporation, company or person in accordance with the provisions of sects. 112 and 113 of the Railways Clauses Consolidation Act 1845.

(2) Every such lease shall imply a condition of re-entry if the

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(*x*) This sub-section will be inserted where a local authority sells to a company or person under sect. 87.

lessees discontinue the working of the railway leased or any part thereof for the space of three months (such discontinuance not being occasioned by circumstances beyond the reasonable control of the lessees, for which purpose the want of sufficient funds shall not be considered a circumstance beyond their reasonable control).

[*Deposit of Money, &c.*]

[90a—d. *As ante, p.* 786. *The deposit sections are only inserted if the penalty sections* (*ante, sects.* 44, 45, *and p.* 767) *are not.*]

[*Financial Provisions*] (*y*).

[90e.—(1) *The corporation may borrow for the purposes of this Order of which the expense is properly chargeable to capital such sum as may be required not exceeding —— pounds.* *Power to borrow.*

(2) *The said powers of borrowing money shall be in addition to and independent of any other borrowing power of the corporation and shall not be restricted by any of the regulations contained in section* 234 *of the Public Health Act* 1875 (*z*) *and in calculating the amount which the corporation may borrow under that Act any sums which they may borrow under this Order shall not be reckoned.*

(3) *In order to secure the repayment of the moneys so to be borrowed and the payment of the interest thereon the corporation may mortgage or charge the revenue of the undertaking and in addition thereto and as a collateral security they may mortgage or charge their borough fund and borough rate.*

[Or, (1) *The council may in addition to and independently of any other borrowing power borrow for the purposes of this Order of which the expense is properly chargeable to capital and for paying the cost of obtaining this Order such sums as may be required not exceeding in the whole —— pounds.*

(2) *In order to secure the repayment of the moneys borrowed*

(*y*) These, of course, are only inserted where a local authority are promoters.

(*z*) 38 & 39 Vict. c. 55. The section, as amended by sect. 1 of the Housing of the Working Classes Act, 1903, and sect. 21 of the Electric Lighting Act, 1909, limits the amount to be borrowed, the time of repayment, &c.

under this section and the payment of the interest thereon the council may mortgage or charge the revenue of the undertaking and in addition thereto and as a collateral security they may mortgage or charge the common fund out of which the general expenses of the council under the Public Health Acts are payable] (*a*).

Mode of raising money.

90f. *The* corporation *may raise all or any moneys which they are authorised to borrow under this Order by mortgage or by the issue of debentures or annuity certificates under and subject to the provisions of the Local Loans Act* 1875 (*b*) *or partly in one way and partly in another: Provided that if the* corporation *borrow under the Local Loans Act* 1875 (*b*) *the provisions of this Order relating to the sinking fund shall apply in the place of those of section* 15 *of that Act.*

Certain regulations of Public Health Act as to borrowing not to apply.

[90g. *The powers of borrowing money by this Order given shall not be restricted by any of the regulations contained in section* 234 *of the Public Health Act* 1875 (*c*) *and in calculating the amount which the council may borrow under that Act any sums which they may borrow under this Order shall not be reckoned*] (*d*).

Provisions of Public Health Act as to mortgages to apply.

90h. *The following sections of the Public Health Act* 1875 *shall extend and apply to mortgages granted under this Order (that is to say)—*

Section 236. *Form of mortgage;*
Section 237. *Register of mortgages;*
Section 238. *Transfer of mortgages;*
Section 239. *Receiver may be appointed in certain cases.*

Period for repayment of money borrowed.

90i. *The* corporation *shall pay off all moneys borrowed by them under the powers of this Order within* forty *years from the date or dates of the borrowing of the same and the said period is referred to in this Order as "the prescribed period."*

Mode of repayment of money borrowed.

90j. *The* corporation *shall pay off all moneys borrowed by them under the powers of this Order either by equal yearly or*

(*a*) This alternative form will be used where a council are promoters.
(*b*) 38 & 39 Vict. c. 83.
(*c*) These regulations have also been amended in certain cases by sect. 1 of the Housing of the Working Classes Act, 1903, and sect. 21 of the Electric Lighting Act, 1909.
(*d*) To be inserted only in the case of a district council.

half-yearly instalments of principal or of principal and interest or by means of a sinking fund formed and maintained in accordance with the provisions of the Second Schedule to this Order or partly by such instalments and partly by such sinking fund and the payment of the first instalment or the first payment to such sinking fund shall be made within twelve months if by yearly repayments or within six months if by half-yearly repayments from the time of borrowing the sum in respect of which the payment is made. The provisions of paragraph 3 of the Second Schedule with respect to instalments shall apply to instalments under this section as well as to sums required to be paid to a sinking fund.

Power to re-borrow.

90k. *If the* corporation *pay off any moneys borrowed by them under this Order otherwise than by instalments, appropriations or annual repayments or by means of a sinking fund or out of the proceeds of the sale of land or other property or out of other moneys received on capital account not being borrowed moneys they may re-borrow the same, but all moneys so re-borrowed shall be re-paid within the prescribed period and shall be deemed to form the same loan as the moneys originally borrowed and the obligations of the* corporation *with respect to the repayment of the loan and to the provision to be made for such repayment shall not be affected by reason of such borrowing.*

Protection of lender from inquiry.

90l. *Any person lending money to the* corporation *under this Order shall not be bound to inquire as to the observance by them of any provisions of this Order or be bound to see to the application or be answerable for any loss or non-application of the money lent or of any part thereof.*

Application of money borrowed.

90m. *Moneys borrowed or raised by the* corporation *under this Order shall be applied only to the several purposes in respect of which they were respectively authorised to be borrowed or raised and to which capital is properly applicable.*

Saving for existing charges.

90n. *Nothing in this Order shall prejudicially affect any charge on the revenue and rates or the estates and property of the* corporation *subsisting at the commencement of this Order and every mortgagee or person for the time being entitled to the benefit of any such charge shall have the same priority of charge and all the like rights and remedies in respect of the revenue, rate and property subject to his charge as if this Order had not been confirmed and all such charges created before the commencement*

of this Order shall during the subsistence thereof have priority over any mortgage or charge granted under this Order on the same revenue, rate and property.

Expenditure on part of railways outside borough [district] (e).

90o. *The expenditure of the* corporation *on that part of the railways authorised by this Order which is outside the borough of —— [their district] (e) shall not exceed the sum of —— pounds.*

Separate accounts and audit.

90p. *Separate accounts shall be kept of all receipts and expenditure of the* corporation *in respect of the undertaking and those accounts shall be audited, examined and published in like manner and with the like incidents and consequences as the accounts of the* corporation *are audited, examined and published under the Municipal Corporations Act* 1882 *(f).*

Application of Moneys Received.

Application of revenue.

90q. *All moneys received by the* corporation *in respect of the undertaking, except* (a) *borrowed money* (b) *money arising from the disposal of lands acquired for the purposes of this Order and* (c) *any other money of the nature of capital money received by them in respect of any sale under the provisions of this Order, shall be applied in payment of the working and establishment expenses and cost of maintenance of the undertaking, including all costs, expenses, penalties and damages incurred or payable by the* corporation *consequent upon any proceedings by or against the* corporation, *their officers or servants in relation to the undertaking and after such payment shall be applied by the* corporation *as follows:—*

(1) *In payment of the interest or dividend on any mortgages or other securities granted and issued by the* corporation *in respect of money borrowed for the purposes of this Order.*

(2) *In payment of any sums required to be paid for any instalments, appropriations or annual repayments or sinking fund in respect of moneys borrowed for the purposes of this Order.*

(3) *In payment by the* corporation *of any other their expenses properly incurred by them in the execution of this Order.*

(*e*) Substitute these words in the case of a district council.

(*f*) In the case of a district council substitute "the Local Government Act, 1894," for the Scots equivalent of which see sect. 26 (8) of the Act.

(4) *In providing (if the* corporation *think fit) a reserve fund by setting aside such money as they think reasonable and investing the same and the income thereof in securities in which they are by this Order authorised to invest sinking funds until the fund so formed amounts to a sum of two thousand pounds, which fund shall be applicable to answer any deficiency at any time happening in the income of the* corporation *from the undertaking or to meet any extraordinary claim, demand or liability at any time arising against or upon the* corporation *in respect thereof and so that if that fund is at any time reduced it may thereafter be again restored to the said sum and so from time to time as often as such reduction happens.*

Any deficiency of income from the undertaking to meet the expenses thereof in any year shall be payable out of the borough fund by an increase of the first borough rate made after the deficit is ascertained [*out of the common fund out of which the general expenses of the council under the Public Health Acts are payable*] (*g*) *and any surplus income from the undertaking in any year and the income of the reserve fund so long as that fund amounts to two thousand pounds shall be carried to the credit of the borough* [*said common*] (*g*) *fund.*

Application of capital moneys.

90r. *All moneys arising from the disposal of lands acquired by the* corporation *for the purposes of this Order and all moneys not of the nature of rent received by them in respect of any sale of the undertaking under the provisions of this Order and all other capital moneys received by them in respect of the undertaking shall be applied by them so long as any capital moneys borrowed by them for the purposes of this Order shall not have been repaid, in the repayment of such moneys, but shall not be applied in the payment of instalments or to payments into the sinking fund except to such extent and upon such terms as may be approved by the Local Government Board and thereafter shall be applied as capital subject to the approval of that Board.*]

(*g*) The words in brackets are to be used in the case of a council.

Miscellaneous.

Returns and accounts.

91. The *company* shall transmit to the Board of Trade such returns and accounts as that Board may require.

Company to be responsible for all damages.

92. The *company* shall be answerable for all accidents, damages and injuries happening through their act or default or through the act or default of any person in their employment by reason or in consequence of any of their works or carriages and shall save harmless all road and other authorities, companies or bodies collectively and individually and their officers and servants from all damages and costs in respect of such accidents, damages and injuries.

Form and delivery of notices.

93. With respect to notices and to the delivery thereof by or to the *company* the following provisions shall have effect (that is to say):—

(1) Every notice shall be in writing and if given by the *company* or by any local authority or any road authority shall be signed by their [*secretary or*] (*h*) clerk;

(2) Any notice to be delivered by or to the *company* to or by any local authority or any road authority or other body or any company may be delivered by being left at the principal office of the *company* or of that authority, body or company as the case may be or by being sent by post in a prepaid letter addressed to their respective secretary or clerk at their principal office.

Orders, &c., of the Board of Trade.

94. All orders and regulations made by the Board of Trade under the authority of this Order shall be signed by a secretary or an assistant-secretary of the Board.

Provision as to general Acts relating to light railways.

95. Nothing in this Order contained shall exempt the *company* or the railway from the provisions of any general Act of Parliament which may hereafter pass affecting light railways authorised before the passing of that general Act or from the provisions of any general Act relating to the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the *company*.

(*h*) Omit these words where a local authority are promoters.

Arbitration.

96.—(1) Where any difference is to be referred to or determined by arbitration under this Order that difference shall be referred to the Board of Trade or if the Board of Trade think fit to an engineer or other fit person appointed as arbitrator by the Board.

(2) The Board of Trade Arbitrations &c. Act 1874 shall apply with reference to the determination by the Board of any such difference or of any other matter under this Order and to the appointment of an arbitrator as if this Order were a special Act within the meaning of sect. 4 of that Act (*i*).

(3) The Arbitration Act 1889 (*k*) shall apply for the purpose of the determination of any difference under this Order by an arbitrator appointed by the Board of Trade as if the arbitration were pursuant to a submission.

Regulating certain inquiries before referee appointed by the Board of Trade.

97. Every inquiry which by the sections of this Order whereof the respective marginal notes are "Periodical revision of rates and charges" and "Proceedings in case of insolvency of company" (*l*) the Board of Trade are empowered to make or direct shall be made in accordance with the following provisions:—

(1) The inquiry shall be held in public before an officer to be appointed in that behalf by the Board (hereinafter called "the referee") and whose appointment shall be by writing which shall specify all the matters referred to him;

(2) Ten days' notice at the least shall be given by the referee to the parties upon whose representation the Board of Trade shall have directed the inquiry of the time and place at which the inquiry is to be commenced;

(3) The inquiry shall be commenced at the time and place so appointed and the referee may adjourn the inquiry as may be necessary to such time and place as he may think fit;

(4) The referee by summons shall on the application of any party interested in the inquiry require the attendance before himself at a place and time to be mentioned in the summons of any person to be examined as a witness

(*i*) The Act is 37 & 38 Vict. c. 40.

(*k*) 52 & 53 Vict. c. 49.

(*l*) Omit "and . . . company" where a local authority are promoters. The two sections referred to are sects. 70 and 84.

before him and every person summoned shall attend the referee and answer all questions touching the matter to be inquired into and any person who wilfully disobeys any such summons or refuses to answer any question put to him by such referee for the purposes of the said inquiry shall be liable to a penalty not exceeding five pounds: Provided that no person shall be required to attend in obedience to any such summons unless the reasonable charges of his attendance shall have been paid or tendered to him and no person shall be required in any case in obedience to any such summons to travel more than ten miles from his place of abode;

(5) The referee may and shall administer an oath or an affirmation where an affirmation in lieu of an oath would be admitted in a court of justice to any person tendered or summoned as a witness on the inquiry;

(6) Any person who upon oath or affirmation wilfully gives false evidence before the referee shall be deemed guilty of perjury;

(7) The referee shall make his report to the Board of Trade in writing and shall deliver copies of the report upon request to all or any of the parties to the inquiry.

Penalties. Costs of Order.

98, 99. *As ante, p.* 789.

[*FIRST*] SCHEDULE.

MAXIMUM RATES AND CHARGES FOR GOODS, MATERIALS, ARTICLES AND THINGS CONVEYED BY THE COMPANY ON THE RAILWAY.

Animals.

For every horse, mule or other beast of draught or burden fourpence per head per mile;

For every ox, cow, bull or head of cattle threepence per head per mile;

For calves, pigs, sheep and small animals one penny halfpenny per head per mile.

Goods.

For all coals, coke, culm, charcoal, cannel, limestone, chalk, lime, salt, sand, fireclay, cinders, dung, compost and all sorts of manure and all undressed materials for the repair of public roads or highways twopence per ton per mile;

For all iron, ironstone, iron ore, pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, slabs, billets and rolled iron, bricks, slag and stone, stones for building, pitching and paving, tiles, slates and clay (except fireclay) and for wrought iron not otherwise specially classed herein and for heavy iron castings including railway chairs twopence halfpenny per ton per mile;

For all sugar, grain, corn, flour, hides, dye, woods, earthenware, timber, staves, deals and metals (except iron), nails, anvils, vices and chains and for light iron castings threepence per ton per mile;

For cotton, wools, drugs, manufactured goods and all other wares, merchandise, fish, articles, matters or things not otherwise specially classed herein fourpence per ton per mile;

For every carriage of whatever description [*other than a bicycle or tricycle*] one shilling per mile;

[*For every bicycle or tricycle per mile.*]

Small Parcels.

For any parcel not exceeding seven pounds in weight twopence;

For any parcel exceeding seven pounds and not exceeding fourteen pounds in weight fourpence;

For any parcel exceeding fourteen pounds and not exceeding twenty-eight pounds in weight sixpence;

For any parcel exceeding twenty-eight pounds and not exceeding fifty-six pounds in weight ninepence;

For any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight such sum as the *company* may think fit;

Provided always that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

Single Articles of Great Weight.

The *company* shall not be bound to carry single articles of great weight but if they do carry such articles they may charge:—

For the carriage of any iron boiler, cylinder or single piece of machinery or single piece of timber or stone or other single article the weight of which including the carriage shall exceed four tons but shall not exceed eight tons such sum as the *company* may think fit not exceeding two shillings per ton per mile;

For the carriage of any single piece of timber, stone, machinery or other single article the weight of which with the carriage shall exceed eight tons such sum as the *company* may think fit.

Regulations as to Rates.

For animals, goods or things conveyed on the railway for any less distance than two miles the *company* may demand rates and charges as for two miles;

In computing the said rates and charges a fraction of a mile shall be deemed a mile;

For the fraction of a ton the *company* may demand rates according to the number of quarters of a ton in such fraction and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton;

With respect to all articles except stone and timber the weight shall be determined according to the imperial avoirdupois weight;

With respect to stone and timber fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech or ash and fifty cubic feet of any other timber shall be deemed one ton weight and so in proportion for any smaller quantity;

In the case of goods and single articles of great weight the *company* may demand such charges as are reasonable for loading and unloading the same and if any difference shall arise as to the reasonableness of any such charge the matter in difference shall be settled by the Board of Trade.

[*SECOND SCHEDULE.*

[This Schedule is to be added only where a local authority are promoters. See sect. 90j of this Order.]

Provisions as to Sinking Fund, &c.

1.—(i.) *The sinking fund shall be formed and maintained* either—

(a) *By payment to the fund throughout the prescribed period of such equal annual sums as will together amount to the moneys for the repayment of which the sinking fund is formed (a sinking fund so formed is in this Schedule called a "non-accumulating sinking fund")*; or

(b) *By payment to the fund throughout the prescribed period of such equal annual sums as with accumulations at a rate not exceeding three pounds per centum per annum will be sufficient to pay off within the prescribed period the moneys for the repayment of which such sinking fund is formed (a sinking fund so formed is in this Schedule called an "accumulating sinking fund").*

(ii.) *Every sum paid to a sinking fund and in the case of an accumulating sinking fund the interest on the investment of the sinking fund shall, unless applied in repayment of the loan in respect of which the sinking fund is formed, be immediately invested in securities in which trustees are by law for the time being authorised to invest or in mortgages, bonds, debenture stock, stock or other securities (not being annuity certificates or securities payable to bearer) duly issued by any local authority as defined by section* 34

of the Local Loans Act 1875 other than the corporation, the corporation being at liberty to vary and transpose such investments.

(iii.) In the case of a non-accumulating sinking fund the interest on the investments of the fund may be applied by the corporation toward the equal annual payments to the fund.

(iv.) The corporation may at any time apply the whole or any part of any sinking fund in or towards the discharge of the money for the repayment of which the fund is formed: Provided that in the case of an accumulating sinking fund the corporation shall pay into the fund each year and accumulate during the residue of the prescribed period a sum equal to the interest which would have been produced by such sinking fund or part of a sinking fund so applied if invested at the rate per centum per annum on which the annual payments to the sinking fund are based.

(v.)—(a) If and so often as the income of an accumulating sinking fund is not equal to the income which would be derived from the amount invested if that amount were invested at the rate per centum per annum on which the equal annual payments to the fund are based, any deficiency shall be made good by the corporation.

(b) If and so often as the income of an accumulating sinking fund is in excess of the income which would be derived from the amount invested if that amount were invested at the rate per centum per annum on which equal annual payments to the fund are based, any such excess may be applied towards such equal annual payments.

(vi.) Any expenses connected with the formation, maintenance, investment, application, management or otherwise of the sinking fund shall be paid by the corporation in addition to the payments provided for by this Schedule.

2.—(i.) If it appears to the corporation at any time that the amount in the sinking fund with the future payments thereto in accordance with the provisions of this Schedule together with the accumulations thereon (in the case of an accumulating sinking fund) will probably not be sufficient to repay within the prescribed period the moneys for the repayment of which the sinking fund is formed, it shall be the duty of the corporation to make such increased payments to the sinking fund as will cause the sinking fund to be sufficient for that purpose: Provided that if it appears to the Local Government Board that any such increase is necessary the corporation shall increase the payments to such extent as the Board may direct.

(ii.) If the corporation desire to accelerate the repayment of the loan they may increase the amounts payable to any sinking fund.

(iii.) If the amount in any sinking fund with the future payments thereto in accordance with the provisions of this Schedule together with the probable accumulations thereon (in the case of an accumulating sinking fund) will in the opinion of the Local Government Board be more than sufficient to repay within the prescribed period the moneys for the repayment of which the sinking fund is formed the corporation may reduce the payments to be made to the sinking fund either temporarily or permanently to such an extent as that Board shall approve.

(iv.) *If the amount in any sinking fund at any time together with the probable accumulations thereon (in the case of an accumulating sinking fund) will in the opinion of the Local Government Board be sufficient to repay the loan in respect of which it is formed within the prescribed period the* corporation *may with the consent of that Board discontinue the equal annual payments to such sinking fund until the Board shall otherwise direct.*

(v.) *Any surplus of any sinking fund remaining after the discharge of the whole of the moneys for the repayment of which it is formed shall be applied to such purpose or purposes as the* corporation *with the consent of the Local Government Board may determine.*

3.—(i.) *The* town clerk of the borough [clerk of the council] *shall within twenty-one days after the thirty-first day of March in each year, if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or to a sinking fund in pursuance of the provisions of this Order and at any other time when the Local Government Board may require such a return to be made, transmit to the Local Government Board a return in such form as may be prescribed by the Board and if required by that Board verified by statutory declaration of the said* town clerk [clerk] *showing for the year next preceding the making of such return or for such other period as the Board may prescribe the amounts which have been paid as instalments or paid to or invested or applied for the purpose of the sinking fund and the description of the securities upon which any investment has been made and the purposes to which any portion of the sinking fund or investment or of the sums accumulated by way of compound interest has been applied during the same period and the total amount (if any) remaining invested at the end of the year and in the event of his wilfully failing to make such return the said* town clerk [clerk] *shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by action on behalf of the Crown in the High Court and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of mandamus to be obtained by the Local Government Board out of the High Court.*

(ii.) *If it appears to the Local Government Board by that return or otherwise that the* corporation *have failed to pay any instalment required to be paid or to pay or set apart any sum required for the sinking fund or have applied any portion of the sinking fund to any purpose other than those authorised the Local Government Board may by order direct that the sum in such order mentioned, not exceeding double the amount in respect of which default has been made, shall be paid or applied as in such order mentioned and any such order shall be enforceable by writ of mandamus to be obtained by the Local Government Board out of the High Court.*]

[For form of confirmation by Board of Trade, see *ante*, p. 790.]

3. PRECEDENT *of a* LIGHT RAILWAY ORDER *authorising* EXTENSIONS.

(Under sect. 24 of the Light Railways Act, 1896.)

THE LIGHT RAILWAYS ACTS, 1896 AND 1912.

—— LIGHT RAILWAY (EXTENSIONS) ORDER 19—.

Order authorising the construction of Light Railways in the —— of —— in extension of the Light Railway authorised by the —— Light Railway Order 19—.

WHEREAS by the —— Light Railway Order 19— (hereinafter referred to as "the principal Order") the —— *Light Railway Company* were incorporated and authorised to construct a Light Railway in the County of —— from —— to ——. And whereas an application was in —— 19— duly made to the Light Railway Commissioners by the said *company* in pursuance of the Light Railways Act 1896 for an Order to authorise the construction of the light railways hereinafter described. And whereas it is intended that the light railways to be authorised by this Order shall form extensions of and shall be worked in connection with the railway authorised by the principal Order. Now we the Light Railway Commissioners being satisfied after local inquiry of the expediency of granting the said application do in pursuance of the said Act and by virtue and in exercise of the powers thereby vested in and of any other power enabling us in this behalf ORDER as follows:— Preamble.

1. *As ante, p.* 748. Short title.

2. *As ante, pp.* 748, 791. Interpretation.

3. *As ante, pp.* 752, 793. Power to make railways.

[*Here add clauses conferring compulsory powers and protective clauses, if required.*]

4. Except as otherwise expressly provided the provisions of the principal Order and of the Schedule thereto and of the enactments incorporated therewith shall so far as they are applicable apply to the railway as if it had been part of the railway authorised by the principal Order and to the *company*. Railway to be part of railway authorised by the principal Order.

5. Section — of the principal Order is hereby amended and shall be read as follows:— Capital.

"The capital of the *company* shall be —— pounds in —— shares of —— pounds each."

Power to borrow.

6. Section — of the principal Order is hereby amended and shall be read as if it had provided that the *company* may subject to the provisions of this Order borrow on mortgage of the undertaking and the undertaking by the principal Order authorised any sum or sums not exceeding in the whole —— pounds and of that sum they may borrow —— pounds in respect of each —— pounds of their capital of —— pounds.

Application of moneys.

7. All moneys raised by the *company* under the principal Order as amended by this Order whether the shares, stock or borrowing shall be applied only for the purposes of the principal Order and of this Order to which capital is properly applicable.

Deposit to be made by *company* before exercising powers.

8. The *company* shall not exercise the powers by this Order conferred upon them unless and until they shall have paid as a deposit the sum of —— pounds to the account of the Paymaster-General for and on behalf of the Supreme Court of Judicature to the credit of the railways, and the provisions of the Order of 19— which apply to the deposit required to be made by the *company* under that Order shall apply *mutatis mutandis* to the deposit required under this section.

Costs of Order.

9. *As ante, p.* 789.

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4. PRECEDENT *of a* Light Railway Deviation Order.

(Under sect. 24 of the Light Railways Act, 1896.)

The Light Railways Acts, 1896 and 1912.

—— LIGHT RAILWAYS (DEVIATION &c.) ORDER 19—.

Order authorising the deviation of a Light Railway authorised by the —— Light Railways Order 19—.

Preamble.

Whereas by the —— Light Railways Order 19— (hereinafter referred to as "the principal Order") the —— *Light Railway Company* were authorised to construct Light Railways at —— in the County of ——. And Whereas an application was in —— 19— duly made to the Light Railway Commissioners by the said *company* in pursuance of the Light Railways Act 1896 for an Order to authorise the deviation of the said light railways hereinafter described. Now we the Light Railway Commissioners being satisfied after local inquiry of the expediency of granting the said application do in pursuance of the said Act and by virtue and in

exercise of the powers thereby vested in and of every other power enabling us in this behalf ORDER as follows:—

Short title.

1. *As ante, p.* 748.

Interpretation.

2. *As ante, pp.* 748, 791.

Application and amendment of provisions of the principal Order.

3.—(1) Except as otherwise in this Order expressly provided the provisions of the principal Order and of the enactments incorporated therewith shall as amended by this Order and so far as they are applicable apply to the deviation of the railway and to the works in connection therewith by this Order authorised as if they had been part of the railways authorised by the principal Order and to the *company*.

(2) Sections —— of the principal Order are hereby amended and shall be read as if the expression "commencement of this Order" therein contained meant the commencement of this Order and not the commencement of the principal Order.

Power to make a deviation in Railway (No. ——) authorised by the principal Order.

4. Notwithstanding anything contained in the principal Order the *company* may make, form, lay down and maintain so much of Railway (No. —) authorised by that Order as lies between —— and —— within the limits of deviation shown on the plans and sections.

Power to take lands for purposes of Order.

5. Subject to the provisions of this Order the *company* may enter upon and take and use such of the lands delineated on the plans and described in the book of reference as may be required for the purposes of this Order.

Costs of Order.

6. *As ante, p.* 789.

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5. PRECEDENT *of an* EXTENSION *of* TIME ORDER *for a* LIGHT RAILWAY.

(Under sect. 24 of the Light Railways Act, 1896.)

THE LIGHT RAILWAYS ACTS, 1896 AND 1912.

—— LIGHT RAILWAY (EXTENSION OF TIME) ORDER 19—.

Order amending the —— Light Railway Order 19—.

Preamble.

WHEREAS by the —— Light Railway Order 19— (hereinafter referred to as "the Order of 19—") the —— *Light Railway Company* (hereinafter referred to as "the *company*") were incorporated and authorised to construct a light railway in the county

of —— from —— to ——. And whereas it was provided by the Order of 19— that the powers of the *company* for the compulsory purchase of lands for the purposes of that Order should cease after the —— day of —— 19— and also that if the said railway were not completed before the —— day of —— 19— or such extended time as the Board of Trade might approve then on the expiration of that period the powers of the *company* for making and completing the same or otherwise in relation thereto (except as to so much thereof as might be then completed) should cease. And whereas an application was in —— 19— duly made to the Light Railway Commissioners by the *company* for an Order extending the respective times limited as aforesaid by the Order of 19— for the compulsory purchase of lands and for the completion of the railway. Now we the Light Railway Commissioners being satisfied of the expediency of granting the said application do in pursuance of the Light Railways Act 1896 and by virtue of and in exercise of the powers thereby vested in and of every other power enabling us in this behalf ORDER as follows:—

Short title.

1. This Order may be cited as "The —— Light Railway (Extension of Time) Order 19—" and shall come into force on the date on which it is confirmed by the Board of Trade.

Incorporation of general Act.

2. Part II. (Extension of Time) of the Railways Clauses Act 1863 is hereby incorporated with this Order.

Amendment of Order of 19—.

3.—(1) Section — of the Order of 19— (Period for compulsory purchase of lands) shall be read and have effect as if the period of *five* years had been named therein instead of *three* years.

(2) Section — of the Order of 19— (Period for completion of works) shall be read and have effect as if the period of *seven* years had been named therein instead of *five* years.

Costs of Order.

4. *As ante, p.* 789.

6. PRECEDENT *of an* ORDER *for the* ABANDONMENT *of a* PORTION *of a* LIGHT RAILWAY.

(Under sect. 24 of the Light Railways Act, 1896.)

THE LIGHT RAILWAYS ACTS, 1896 AND 1912.

——LIGHT RAILWAY (AMENDMENT) ORDER, 19—.

Order amending the —— Light Railway Order, 19—.

WHEREAS by the —— Light Railway Order 19— (hereinafter referred to as "the Order of 19—") the —— *Light Railway Company* (hereinafter referred to as "the *company*") were authorised to construct a light railway in the county of —— from —— to —— (hereinafter referred to as "the railway"). And whereas an application was in —— 19— duly made to the Light Railway Commissioners by the *company* for an Order to amend the Order of 19— and to authorise the abandonment of the portion of the railway hereinafter described between —— and ——. Now we the Light Railway Commissioners being satisfied of the expediency of granting the said application do in pursuance of the Light Railways Act 1896 and by virtue and in exercise of the powers thereby vested in and of every other power enabling us in this behalf ORDER as follows:— Preamble.

1. This Order may be cited as "The —— Light Railway (Amendment) Order 19—" and shall come into force on the date on which it is confirmed by the Board of Trade and that date is hereinafter referred to as "the commencement of this Order." Short title.

2. The *company* shall abandon the construction of so much of the railway as lies to the *westward* of a point —— miles —— furlongs and —— chains or thereabouts from the authorised point of commencement of the railway (hereinafter referred to as "the *western* section") and the Order of 19— shall be read and have effect as if the *western* section had not formed part of the railway. Abandonment of portion of the —— Light Railway.

3. The abandonment by the *company* under the authority of this Order of the *western* section shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the *company* on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the lines of the *western* section and shall not prejudice or affect the Compensation for damage to land by entry.

right of the owner or occupier of any land which has been temporarily occupied by the *company* to receive compensation for such temporary occupation or for any loss, damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Order of 19—.

Compensation in respect of purchase of land.

4. When before the commencement of this Order any contract has been entered into or notice given by the *company* for the purchasing of any land for the purposes of or in relation to the *western* section the *company* shall be released from all liability to purchase or to complete the purchase of any such land, but notwithstanding full compensation shall be made by the *company* to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall, except so far as may in any case be otherwise agreed in writing between the parties, be determined in manner provided by the Lands Clauses Acts as varied by the Light Railways Act 1896 for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Costs of Order.

5. *As ante*, *p.* 789.

END OF VOL. I.

MIDDLE TEMPLE